

**AGREEMENT ON THE PROVISION OF POLICING SERVICES  
IN THE KATIVIK REGION  
FOR THE PERIOD FROM April 1<sup>st</sup>, 2011 TO March 31<sup>st</sup>, 2013**

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**AGREEMENT ON THE PROVISION OF POLICING SERVICES  
IN THE KATIVIK REGION  
FOR THE PERIOD FROM APRIL 1<sup>ST</sup>, 2011 TO MARCH 31<sup>ST</sup>, 2013**

**AMONG:**

THE KATIVIK REGIONAL GOVERNMENT,  
represented by its Chairperson and  
by its Secretary  
(hereinafter referred to as the "KRG")

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

(hereinafter collectively referred to as the  
"Parties")

**WHEREAS** the KRG, a legal person established in the public interest pursuant to the *Act respecting Northern Villages and the Kativik Regional Government* (R.S.Q., c. V-6.1) (hereinafter referred to as the "*Kativik Act*"), Canada and Québec agree on the importance of the delivery of professional policing services in the Kativik Region as defined in section 7 of this agreement, in accordance with the *James Bay and Northern Québec Agreement* (hereinafter referred to as the "JBNQA"), applicable agreements, statutes and regulations, and the respective jurisdictions of each of the parties;

**WHEREAS** the KRG is a municipality within the meaning of the *Police Act* (R.S.Q., c. P-13.1) and the Kativik Regional Police Force (hereinafter referred to as the “KRPF”) is governed in particular by this statute;

**WHEREAS** Canada and Québec wish to provide a financial contribution for the expenses incurred in order to maintain policing services;

**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 schedules that forms an integral part of this Agreement, constitutes all the commitments and responsibilities among the Parties and supersedes all previous documents, negotiations, understandings and undertakings.

#### **2. APPLICABLE LEGISLATION**

This Agreement shall be governed by and interpreted in accordance with the applicable laws 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 This Agreement shall not serve to modify, amend or abrogate the JBNQA and, without limiting the generality of the foregoing, nothing in this Agreement shall constitute a new supplementary agreement within the meaning of section 4 of the *James Bay and Northern Québec Native Claims Settlement Act* (S.C., 1976-1977, c. 32) and subsection 4.04 of the *Act approving the Agreement concerning James Bay and Northern Québec* (R.S.Q., c. C-67).

4.3 This Agreement binds the successors and duly authorized parties to this effect.

#### **5. PURPOSE OF THIS AGREEMENT**

The main purposes of this Agreement are to:

- a) ensure that the population of the Kativik region benefits from policing services that meet its needs;

- b) provide a contribution, by Canada and Québec, to the funding of policing services provided by the KRPF which will ensure, in accordance with the *Police Act* (R.S.Q., c. P-13.1), the provision of policing services in the Kativik region;
- c) allow the KRG to ensure the development of the KRPF;
- d) provide to the population of the Kativik region, structures that are independent of political powers to support the management and administration of the KRPF.

## **PART II**

### **PROVISION OF POLICING SERVICES**

#### **6. CONSTITUTION OF A POLICE FORCE AND INTERNAL MANAGEMENT**

6.1 The KRG adopted Ordinance No. 95-02 pursuant to section 369 of the *Kativik Act* to establish and maintain the KRPF, and the said ordinance was approved by the ministre de la Sécurité publique du Québec, a certified copy of which appears in Schedule C to this Agreement.

6.2 The KRPF shall be composed of a minimum staff equivalent to fifty-eight (58) officers (full time), including the Director of Police.

Support staff shall assist the members of the KRPF with their work.

6.3 The KRG shall be responsible for the administration of the KRPF, it shall be the employer of the members of the KRPF, including the Director of Police and support staff and it shall also be responsible for hiring.

The KRG may establish internal policies and procedures for the administration of the KRPF.

#### **7. MISSION AND TERRITORY OF THE POLICE FORCE**

7.1 In accordance with sections 93 and 105 of the *Police Act* and section 371 of the *Kativik Act*, members of the KRPF shall maintain peace, order and public safety in the Kativik Region (territory described in this section), prevent and control crime and offenses under the Criminal Code (R.S.C. 1985, c. C-46) and other applicable laws in Québec or by-laws of the KRG and the municipalities in the Kativik Region, as well as seek out offenders:

"The territory covered by this Agreement, as defined in section 2, subsection v) of the *Kativik Act*, is the entire territory of Québec north of the 55<sup>th</sup> parallel, excluding category 1A and 1B lands destined for the Cree community of Great Whale River and designated as such under the *Act respecting the Land Regime in the James Bay and New Québec Territories* (R.S.Q., c. R-13.1), or in the meantime under the *Act respecting Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. A-33.1). This territory is herein referred to as the "Kativik Region".

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 for the Kativik Region.

In order to provide policing services within the Kativik Region, the KRPF 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 Members of the KRPF are police officers within the meaning of section 374 of the *Kativik Act* sworn in pursuant to schedules A and B of the *Police Act* or special constables appointed and sworn in pursuant to section 107 or 108 of the *Police Act*.
- 7.4 In police investigations and operations, the Director of Police, police officers and special constables act independently and without interference and accordingly cannot be directly or indirectly instructed by the KRG, its employees or any organization created by the KRG.
- 7.5 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.
- 7.6 The Parties recognize that effective policing requires mutual assistance and operational cooperation between the various police authorities that operate in Québec, in keeping with their respective mandates and the applicable laws. Accordingly, an operational protocol may be established.
- 7.7 To be able to fully achieve its mission as defined in subsections 7.1 and 7.2 of this Agreement and section 48 of the *Police Act*, and integrating the community police approach into their operational and management practices, the KRPF must provide the Police Tasks enumerated in Schedule B to this Agreement.

## **8. PUBLIC SAFETY COMMITTEES OR ADVISORY BOARD**

- 8.1 The KRG shall establish Public Safety Committees or advisory bodies representative in each community in order to identify community issues, to provide direction with regard to its public security priorities, and to provide recommendations to the KRG.
- 8.2 The KRG 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 Committees or advisory bodies that have been adopted by the KRG.

## **9. HIRING STANDARDS AND REQUIRED QUALIFICATIONS**

- 9.1 In selecting members of its force, the KRG shall ensure that the candidates meet the requirements set out in the applicable laws in Québec and subject to the JBNQA.

The KRG shall ensure that the candidates selected to become police officers 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 KRG shall ensure, prior to hiring, that the candidate has submitted proof of equivalence required by the ENPQ.

- 9.2 Subject to the JBNQA, in selecting the Director of Police, the KRG shall ensure that the candidate not only meets the hiring requirements and the qualities required for a police officer, but also has relevant experience in managing a police force. The KRG shall give preference to candidates who have a university degree or a certificate in police management from or recognized by the ENPQ or failing that shall encourage the candidate to obtain such a degree or certificate in a reasonable time.
- 9.3 In exceptional circumstances, where there is a shortage of candidates who meet the requirements prescribed in subsections 9.1 and 9.2, the KRG may hire special constables 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) are 18 years of age or older at the time of hiring;
  - (b) hold a valid Class 4-A driver's licence to drive an emergency motor vehicle; and
  - (c) have completed the training on use of force.
- 9.4 In selecting a police-investigator, the KRG 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.
- 9.5 The KRG 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.

## **10. SWEARING IN**

- 10.1 The Director of Police shall take the oaths prescribed in schedules A and B of the *Police Act* before the ministre de la Sécurité publique pursuant to section 373 of

the *Kativik Act*, while other police officers and special constables shall take the same oaths pursuant to section 374 of the same act.

- 10.2 The special constables appointed by the ministre de la Sécurité publique by virtue of section 107 shall take the oaths prescribed in schedules A and B of the *Police Act* before a judge of the Québec Court.
- 10.3 The special constables appointed by the KRG by virtue of section 108 shall take the oaths prescribed in schedules A and B of the *Police Act* before the Director of KRPF or before a member of the Council of the KRG.

## **11. REGISTER**

- 11.1 The KRG shall maintain an up-to-date register of members of the KRPF 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 qualifications and requalifications;
  - (g) date(s) obtained and title(s) of professional pepper spray qualifications and requalifications;
  - (h) date(s) obtained and title(s) of professional taser gun qualifications and requalifications; 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 written in the register.

- 11.2 For each member of the KRPF, all supporting documents shall be kept in a personal 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 and special constables targeted by this Agreement are subject to the *Code of Ethics of Québec Police Officers* (R.R.Q. c. 13-1, r.1).
- 12.2 The KRG shall at all times have a policy on internal discipline for the members of the KRPF and shall submit a certified copy to MSP, if so requested. The policy shall prescribe 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 forms of conduct which constitute breaches of discipline and shall prescribe penalties. At present, the policy is contained in the KRG's Ordinance No. 09-09 respecting Discipline, a copy of which is attached as Schedule D to this Agreement.

## **13. RESPONSABILITIES OF THE DIRECTOR OF POLICE**

- 13.1 In addition to meeting the obligations set out in the *Police Act*, the Director of the KRPF shall bear full responsibility for managing the Police Force, in accordance with efficient police management procedures already established. Its duties include:
- a) assist the KRG in managing the KRPF and support staff and ensure that policies and procedures of the KRG are being respected;
  - b) manage the KRPF and support staff and coordinate police operations;
  - c) ensure that the *Code of Ethics of Québec Police Officers* is being respected;
  - d) ensure that material and equipment made available to the KRPF is used solely for the provision of policing services;
  - e) provide the MSP and Canada a copy of the ongoing training plan submitted to the ENPQ no later than April 1<sup>st</sup> of each year in accordance with paragraphs 3 to 6 of the *Police Act*;
  - f) reporting to the Public Security Committees on police operations and administration regarding public complaints or disciplinary matters.
- 13.2 The Director of Police shall adopt operational directives conforming to the *Manual of Police Practices* published and updated regularly by the ministre de la Sécurité publique, in accordance with article 304 of the *Police Act*, and can adapt them, in accordance with the applicable statutes and regulations, to the cultural and local realities of the population of the Kativik Region.
- 13.3 The Director of Police ensures that the members of the KRPF shall comply with the statutes and regulations applicable and hold professional qualifications and requalifications 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 ensures that relevant 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 KRG may terminate the employment or reduce the pay of the Director of Police with cause by passing a resolution to that effect. The KRG shall promptly inform MSP in writing of the termination of employment of the Director of Police.

#### **15. POLICE FACILITIES**

The KRG shall provide police facilities for the use of the KRPF for the provision of policing services and maintain the police facilities in such a way as to meet the requirements of the KRPF. Police facilities, including detention facilities, provided by the KRG shall be in compliance with applicable legislation, standards and guidelines.

#### **16. ACQUISITION AND STORAGE OF MATERIAL AND EQUIPMENT**

16.1 The KRG, further to recommendations of the Director of Police, shall supply material and equipment needed to provide policing services, with the funds provided by Canada and Québec and, in the case of firearms, in accordance with the applicable firearms statutes and regulations.

16.2 The KRG shall provide Canada and Québec a complete inventory of weapons of the KRPF, including intermediary weapons:

- a) prior to or within thirty (30) days of the commencement of this Agreement;
- b) by April 1<sup>st</sup> of every year covered by this Agreement.

#### **17. DISPOSAL OF MATERIAL AND EQUIPMENT**

17.1 The KRG is responsible for the maintenance of material and equipment of the KRPF.

17.2 Subject to the *Kativik Act*, the KRG 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 Subject to the *Kativik Act* and the terms of this Agreement, material and equipment purchased by the KRG shall be disposed of by the KRG by being sold at market value during the term of this Agreement.

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 section 20.2. The sum proportionally due to Canada and Québec can be reimbursed to them by:

- a) adjusting the contributions provided under this Agreement or any other subsequent agreement;
- b) in any other circumstance, the amount owed shall become an amount owing to Canada or Québec, as the case may be, and it shall be reimbursed no later than the thirtieth (30<sup>th</sup>) day following the transaction date. (*Note: reimbursements due to Canada shall be done to the Receiver General and reimbursements due to Québec shall be done to the ministre des Finances du Québec*).

Notwithstanding, subsection 17.3 Canada and Québec may, jointly and in writing, agree that the KRG use the proceeds of such sales to acquire material and equipment for the provision policing services.

## **18. INSURANCE**

18.1 The KRG shall contract and maintain a comprehensive general liability insurance covering the activities of the KRPF, as well as the activities of its employees, officials and agents, affecting police activities, the Public Safety Committees 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 KRG 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 1<sup>st</sup> of each fiscal year.

18.3 The KRG 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 KRG hereby agrees that the announcement of the contribution of Canada and Québec with respect to the funding of the services may be made by the KRG and the ministers in the form of a press release, press conference or otherwise. The KRG shall assist 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 funded by Canada and Québec by fiscal year, of costs for policing services described in the budget in Schedule "A", is established at \$ 16,799,538 for each fiscal year.

20.2 Canada and Québec shall contribute funds 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 for each fiscal year. Their respective contribution shall be for each fiscal year:

- a) \$ 8,735,760 for Canada;
- b) \$ 8,063,778 for Québec.

#### **21. PAYMENT SCHEDULE**

##### **Payment Schedule for Canada:**

21.1 Canada shall pay the KRG its annual contribution on the following terms:

- a) twenty-five percent (25%) on, or before, May 1<sup>st</sup> of each 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 each fiscal year.

##### **Payment Schedule for Québec:**

21.2 For each fiscal year, Québec shall pay the KRG its annual contribution on the following terms: twenty-five percent (25%) 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 Québec, under this Agreement, are 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 appropriation required, by the Assemblée nationale, for the fiscal year during which a payment of Québec's contribution is likely to expire.
- 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 and Québec shall address to the other Parties.
- If, following the receipt of a written notice with regards to a contribution reduction by Canada and Québec, the KRG 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 (30<sup>th</sup>) day following the receipt, by Canada and Québec.
- 22.3 The KRG agrees to declare, in writing, prior to the signature of this Agreement, all amounts due to Canada or Québec under any contribution agreement or regulation. The KRG agrees that such amounts can be offset through the contributions provided by Canada and Québec under this Agreement.

## **23. SURPLUS, CARRY-FORWARD AND DEFICIT**

- 23.1 Upon the receipt of the request in writing from the KRG, and approval in writing within 30 days by Canada and Québec, the KRG may retain, during the term of this Agreement, any unspent funding remaining at the end of each fiscal year for use in the next fiscal year. A carry-forward is feasible only for the purposes of ensuring the provision of policing services within the Kativik Region 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 and must be returned at their respective rate of funding.
- 23.2 At the end of each fiscal year, any deficit remains the responsibility of the KRG.

## **24. ALLOCATION OF EXPENSES AND ADMISSIBLE COSTS**

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



- a) Salaries and wages for police officers, specials constables, 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, northern benefits and employee assistance programs;
- b) Administrative expenses, 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 Committees);
- d) Operating and maintenance costs if they are not covered elsewhere (e.g. minor repairs to buildings, inspection, 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 special constables) as determined by Québec and the KRG;
- h) Rent for the police facilities;
- 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 the expenses 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 KRG**

25.1 The KRG 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 KRG 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 ministry or organization of the federal government or Québec that were 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 is equal to the amounts obtained by the other ministry or organization and it shall be distributed in accordance with the ratio of Canada's and Québec's respective contribution. Canada and Québec must, jointly and in writing, notify the KRG of the amount of the reduction carried out and they may agree upon a smaller amount to be due within 60 days of the reception of the declaration. *(Note: reimbursements due to Canada shall be done to the Receiver General and reimbursements due to Québec shall be done to the ministre des Finances du Québec).*

## **26. MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS**

- 26.1 The KRG 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 KRG 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 five (5) years following the expiry or termination of this Agreement.

## **27. REPORTS**

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

- a) an annual report of activities concerning the professional, efficient, and culturally appropriate policing services provided to the Kativik Region;
- 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 KRG, 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 KRG 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 KRG is deemed to have received an overpayment of contributions provided by Canada and Québec, under this Agreement when:

- a) the KRG'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 KRG and an overpayment is identified;
- c) for any other reason, the KRG did not have a right to these contributions or if Canada and Québec determine that the sums paid exceed the sum to which the KRG 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 KRG. The KRG shall reimburse this amount no later than thirty (30) days following the date of receipt of notice, of Canada or Québec, indicating the reimbursement. 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 done to the Receiver General and reimbursements due to Québec shall be done to the Ministre des finances du Québec*).

Any surplus funds can also be recovered as compensation through 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 KRG 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 KRG in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds by Canada and Québec and the consistent application of generally accepted accounting principles in the maintenance of financial records. The KRG 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 Internet site ([www.PublicSafety.gc.ca](http://www.PublicSafety.gc.ca)).
- 30.2 The KRG shall make records and information available to the MSP when requested.

### **31. ASSIGNMENT AND SUBCONTRACTING**

- 31.1 The KRG 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 KRG 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 annual budget of this Agreement shall be amended, and sent by the KRG to Canada and Québec, in order to reflect the contract and to ensure that it complies with the terms under this Agreement.

- 31.3 In all contracts it awards, the KRG 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 KRG's behalf. The KRG shall, when so requested by Canada or Québec, provide a copy of the contract with any subcontractor with which the KRG does business.

## **PART IV**

### **GENERAL PROVISIONS**

#### **32. DIRECT OR INDIRECT BENEFITS**

No member of Parliament or current or former public office holder of Canada or Québec 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 KRG 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).

#### **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 KRG shall not represent itself, in an agreement with a third party or otherwise, as carrying an enterprise with Canada or Québec, as being a partner, joint-venturer, mandatary 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 KRG 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 KRG, and nothing in this Agreement is to be read or construed as conferring upon the KRG or its members, officers, employees, mandataries or contractors the status of officer, employee, servant or mandataries of Canada or Québec or the status of a person acting in a partnership, a co-enterprise or a joint venture with Canada or Québec.

#### **36. INDEMNIFICATION**

36.1 The KRG shall indemnify and save harmless Canada and Québec and their respective employees and mandataries 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 KRG or its members, employees or mandataries 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 KRG or their respective members, employees, mandataries or third parties may suffer or sustain, during the implementation of this Agreement, unless these damages have been caused by an employee or mandatary 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 KRG**

The KRG shall remain, at all times, accountable for the obligations and responsibilities attributed to it which are contained or that may arise in carrying out this Agreement and the KRG 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, ensure ongoing communication among the Parties and attempt, 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 Liaison 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 within thirty (30) days following a replacement.

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

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

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

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

39.5 The Parties to this Agreement undertake to inform the Liaison Committee, on a timely basis, of any matters that may be considered a substantial concern by any or all of them and that may adversely affect policing operations. In such cases, the Party or all Parties shall provide the Liaison 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" (budget) as per paragraph 31.2.

#### **41. DEFAULT**

41.1 Where there is default, or if in the opinion of Canada and Québec, there is a likelihood of default of the KRG's obligations or where the KRG 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 KRG;
- b) suspend any payment;
- c) make arrangements under particular terms and conditions as set out in section 43 of this Agreement.

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 section 43, if the KRG does not remedy the default within sixty (60) 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 Liaison 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 Liaison 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 upon the following conditions:

- a) by Canada or Québec, when, as set out in the first paragraph of subsection 22.1 and 22.2, funding is no longer available or the appropriation or credit has been decreased;
- b) by the KRG, as set out in the second paragraph of subsection 22.2, following a reduction of funds by Canada or Québec, whereby the KRG can no longer fulfill its obligations under this Agreement;
- c) by Canada or Québec, if the KRG has not remedied the default to the satisfaction of Canada or Quebec within the sixty (60) day delay 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, sixty (60) days upon receipt of the notice that Canada or Québec, as the case may be, transmit to the Parties to inform them;
- b) subject to paragraph b) of subsection 43.1, sixty (60) days upon receipt, by Canada or Québec, of a notice from the KRG 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 a ninety (90) day delay 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 KRG IN THE EVENT OF A TERMINATION OR NON-RENEWAL OF THIS AGREEMENT**

Upon termination or expiry of this Agreement, if it has not been renewed, the KRG shall:

- a) provide Canada and Québec a complete inventory of the weapons of the KRPF, including intermediary weapons;
- b) ensure that weapons belonging to the KRPF, 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 by under this Agreement;

- d) remit immediately to the SQ all documents, files, evidence and seized weapons or weapons under the control of the KRPF, 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 (30<sup>th</sup>) day following the transaction date. *(Note: reimbursements due to Canada shall be done to the Receiver General and reimbursements due to Québec shall be done to the Ministre des finances du Québec).*

Any amounts remaining owing to Canada and unpaid following the 30 day 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 17.3, 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  
115 rue du Loup  
Wendake, QC, G0A 4V0  
Fax: (418) 840-1872

**For Québec:**

Ministère de la Sécurité publique du Québec  
Direction des affaires autochtones  
2525, boul. Laurier, 5<sup>e</sup> étage  
Québec (Québec) G1V 2L2  
Fax: 418 646-1869

**For the KRG:**

Kativik Regional Government  
Attn: Director General  
P.O. Box 9  
Kuujuaq (Québec) J0M 1C0  
Fax: 819 964-2956


- 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 replaces and renders null and void the Agreement on the Provision of Police Services for the Territory of Kativik Region for the April 1<sup>st</sup>, 2009 to March 31<sup>st</sup>, 2012 and the Agreement for Additional Funding on the Provision of Police Services 2011-2012. It comes into force on the date on which it is signed by all Parties and covers the period from April 1<sup>st</sup>, 2011 to March 31<sup>st</sup>, 2013.
- 47.2 However, if the parties expressly agree, in a written notice sent to the other parties before March 31, 2013, to maintain the provisions of this Agreement, these provisions, except the sections regarding funding (Part III), shall remain in force until a new agreement on the provision of police services is signed. Nonetheless, if such a new agreement is not entered into before March 31, 2014, the provisions of this Agreement will expire.

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

FOR THE KATIVIK REGIONAL GOVERNMENT,

  
\_\_\_\_\_  
THE CHAIRPERSON

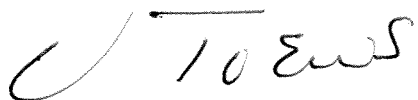
FEB 15, 2012  
Signed on

AND

  
\_\_\_\_\_  
THE SECRETARY

FEB 15, 2012  
Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

  
\_\_\_\_\_  
THE MINISTER OF PUBLIC SAFETY AND  
EMERGENCY PREPAREDNESS

FEB 01 2012  
Signed on

FOR THE GOUVERNEMENT DU QUÉBEC,

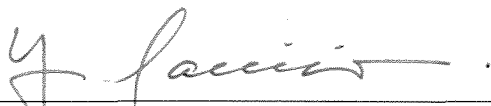


THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

March 7<sup>th</sup>, 2012

Signed on

AND



THE MINISTRE RESPONSABLE DES AFFAIRES  
INTERGOUVERNEMENTALES CANADIENNES  
ET DE LA FRANCOPHONIE CANADIENNE

March 26<sup>th</sup>, 2012

Signed on

AND



THE MINISTRE RESPONSABLE  
DES AFFAIRES AUTOCHTONES

March 14, 2012

Signed on

**SCHEDULE A**  
**Budget**

|  | 2011-2012            | 2012-2013            |
|--|----------------------|----------------------|
| <b>Revenues</b>                              |                      |                      |
| Canada                                       | \$ 8,735,760         | \$ 8,735,760         |
| Québec                                       | \$ 8,063,778         | \$ 8,063,778         |
| <b>Total</b>                                 | <b>\$ 16,799,538</b> | <b>\$ 16,799,538</b> |
| <b>Estimated expenses</b>                    |                      |                      |
| Salaries and fringe benefits                 | \$ 8,661,728         | \$ 8,661,728         |
| Travel and accommodation                     | \$ 641,527           | \$ 641,527           |
| Contracts                                    | \$ 50,000            | \$ 50,000            |
| Training costs                               | \$ 150,000           | \$ 150,000           |
| Telecommunications                           | \$ 225,035           | \$ 225,035           |
| Office and equipment rental                  | \$ 39,895            | \$ 39,895            |
| Vehicules operations costs                   | \$ 514,078           | \$ 514,078           |
| Administration charges                       | \$ 1,007,972         | \$ 1,007,972         |
| Rental charges                               | \$ 37,440            | \$ 37,440            |
| Rental charges – police stations             | \$ 2,010,243         | \$ 2,010,243         |
| Housing charges                              | \$ 930,649           | \$ 930,649           |
| Housing rental                               | \$ 454,770           | \$ 454,770           |
| Purchase of materials and prevention program | \$ 128,000           | \$ 128,000           |
| Search and rescue                            | \$ 2,500             | \$ 2,500             |
| Transportation of Detained Persons           | \$ 1,200,000         | \$ 1,200,000         |
| Prison Guarding Services                     | \$ 745,701           | \$ 745,701           |
| <b>Total</b>                                 | <b>\$ 16,799,538</b> | <b>\$ 16,799,538</b> |

## SCHEDULE B

### Police Tasks

| Description  | KRPF |
|--|------|
| <b>Policing</b>  |      |
| Patrol   | x    |
| Enforcement of the Act (off-highway vehicles, off-road vehicles and snowmobile trail patrol) | x    |
| Transportation of accused persons  | x    |
| Hit and run  | x    |
| Prevention   | x    |
| Crime scene  | x    |
| Hostage taking or sniper (preliminary validation and sealed-off zone)                        | x    |
| <b>Investigations</b>  |      |
| Sexual assault (1)   | x    |
| Assault  | x    |
| Robbery  | x    |
| Break and entry  | x    |
| Fire: (2)  | x    |
| Vehicle theft  | x    |
| Drugs, Alcohol and Tobacco: (3)  | x    |
| Fraud: (4)   | x    |
| Theft and possession of stolen   | x    |
| Offence-related property   | x    |
| Motor vehicle accident   | x    |
| Mischief   | x    |
| Reckless and impaired driving  | x    |
| Human deaths: (5)  | x    |
| Disappearances   | x    |
| <b>Support Services</b>  |      |
| Crime analysis   | x    |
| Crime scene dusting and photography  | x    |
| Criminal intelligence  | x    |
| VICLAS   | x    |
| Detention  | x    |
| Custody of exhibits  | x    |
| Court liaison  | x    |
| DNA  | x    |
| Warrant management   | x    |
| Record management  | x    |
| Public affairs   | x    |
| CRPQ   | x    |
| Internal Affairs   | x    |
| Telecommunications   | x    |
| Technical equipment and use of instructor (firearms)   | x    |
| Breath analysis technician   | x    |

(1) Not involving an aggravated act, arms or minors (C-15 requirements)

(2) No death, no arson

(3) Possession and local trafficking only following intelligence generated by KRPF

(4) Cheques only

(5) If not suspicious

Note 1: Each police force is responsible for the persons, exhibits and other matters related to its own investigation.

Note 2: Search and Rescue and Emergency planning will be addressed in another Protocol to be signed with the Sûreté du Québec.

**SCHEDULE C**  
**Ordinance No. 95-02**



## KATIVIK REGIONAL GOVERNMENT

### Ordinance no. 95-02

#### Concerning the establishment of a Regional Police Force

- WHEREAS** pursuant to paragraph 21.0.1 of the *James Bay and Northern Québec Agreement* (JBNQA), the Kativik Regional Government (KRG) is authorized to establish by ordinance and maintain a Regional Police Force in the territory under its jurisdiction;
- WHEREAS** pursuant to Section 369 of an *Act respecting Northern villages and the Kativik Regional Government* (R.S.Q. c. V-6.1) (hereafter the Kativik Act), the Regional Government is authorized to establish by ordinance and maintain a Regional Police Force;
- WHEREAS** the Kativik Regional Council deems advisable to establish a Regional Police Force.

#### The following is therefore enacted and decreed:

1. The preamble is an integral part of this ordinance.
2. In this ordinance, unless the context indicates otherwise:
  - a) "Council" means the Council of the Kativik Regional Government;
  - b) "Executive Committee" means the Executive Committee contemplated in Section 276 of the Kativik Act.
3. A regional police force is hereby created under the name of the Kativik Regional Police Force (KRPF).

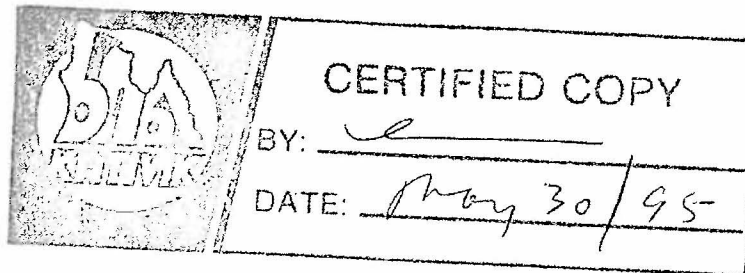
It shall be the duty of the KRPF and each of its members, under the authority of its Chief, to maintain peace, order and public safety in the region, to prevent crime and infringements of the ordinances and by-laws of the KRG and the by-laws of the municipal corporations in the region and the laws of Canada and Quebec.
4. The KRPF shall consist of a Chief and Assistant-Chief, police officers and any other employees as necessary. Subject to this ordinance, the personnel of the KRPF shall discharge their duties under the authority of the Chief.
5. The Minister of Public Security shall appoint the Chief of the police force upon the recommendations of the Regional Government.

The Chief shall be appointed for a term not exceeding three years; his term may be renewed.

Notwithstanding the completion of his term, the Chief shall remain in office until his reappointment or replacement.

6. The Chief of the regional police force is in charge of the management of the KRPF and the organization and conduct of its police operations. He shall be under the authority of the Manager of the KRG according to the provisions of Section 303 paragraph (g) of the Kativik Act. However, the said Manager shall have no authority in any matter concerning a police inquiry.
7. The Chief of the KRPF shall :
  - (1) submit to the Executive Committee, at such times as it may fix but at least every other month, a report of the operations of the KRPF, in the form and on the terms and conditions determined by the Executive Committee;
  - (2) supply the Executive Committee with any information necessary for the discharge of the functions of the KRPF;
  - (3) submit to the Executive Committee any detailed report on criminal activities or on conditions that are disturbing to order, peace and public safety;
  - (4) prepare the annual budget of the KRPF.
8. The conditions of employment of the Chief, the police officers and other employees of the KRPF, shall be established in accordance with Section 302 of the Kativik Act.
9. This ordinance shall come into effect on the date of its publication.

|                               |                            |
|-------------------------------|----------------------------|
| <b>IN FAVOUR:</b>             | <b>13</b>                  |
| <b>OPPOSED:</b>               | <b>0</b>                   |
| <b>ABSENTEES:</b>             | <b>3</b>                   |
| <b>DATE OF ADOPTION:</b>      | <b>May 30, 1995</b>        |
| <b>DATE OF PUBLICATION:</b>   |                            |
| <b>SPEAKER'S SIGNATURE:</b>   | <b>Simiunie Sivuarapik</b> |
| <b>SECRETARY'S SIGNATURE:</b> | <b>Malee Saunders</b>      |



**SCHEDULE D**  
**Ordinance No. 09-09**

## KATIVIK REGIONAL GOVERNMENT

Ordinance No. 2009-09

**Concerning a code of internal discipline applicable to the Kativik Regional Police Force (KRPf) peace officers.**

- Whereas** pursuant to Section 351 of the *Act respecting Northern Villages and the Kativik Regional Government* (R.S.Q., c. V-6.1) (Kativik Act), the KRG has competence in the matter of police;
- Whereas** pursuant to Section 369 of the Kativik Act, the KRG is authorized to establish and maintain a regional police force in the territory under its jurisdiction;
- Whereas** pursuant to Ordinance No. 95-02, adopted by the Council on May 30, 1995, the KRG established the KRPf;
- Whereas** pursuant to Sections 370 and 376 of the Kativik Act and Section 256 of the *Police Act* (R.S.Q., c. P-13.1) (Police Act), the KRG must adopt an ordinance concerning the internal discipline of the members of the KRPf;
- Whereas** pursuant to Ordinance No. 96-03 adopted by the Council on May 31, 1996, the KRG approved the first code of discipline for the KRPf officers;
- Whereas** pursuant to Ordinance No. 99-04 adopted by the Council on November 24, 1999, the KRG approved a revised code of discipline for the KRPf officers;
- Whereas** it is deemed appropriate that the above-mentioned code of discipline be modified and updated;
- Whereas** a new code of internal discipline applicable to the KRPf peace officers has been drafted and is appended to be an integral part of this ordinance;
- Whereas** the Council has reviewed the appended code of internal discipline and agrees with its terms;
- Whereas** the Council deems appropriate to mandate the Executive Committee to finalize and approve the final terms of any required amendment to the above-mentioned code of internal discipline;
- Whereas** pursuant to Section 256 of the Police Act, the Secretary of the KRG shall transmit a certified copy of the present ordinance and appended code of internal discipline to the Minister of Public Security;
- Whereas** the Council deems it advisable to replace the Ordinance No. 99-04 by the present ordinance.

**The following is therefore enacted:**

1. the preamble shall be an integral part of this ordinance;
2. the appended code of internal discipline applicable to the KRPf peace officers shall be approved;
3. the Executive Committee shall be given the mandate to finalize and approve the final terms of any required amendment to the above-mentioned code of internal discipline;

4. the Secretary shall be mandated to send a certified copy of this ordinance and of the above-mentioned code of internal discipline to the Minister of Public Security;
5. the Ordinance No. 99-04 shall be repealed and replaced by the present ordinance;
6. this ordinance shall come into effect on the day of its publication.

|                               |                    |
|-------------------------------|--------------------|
| <b>IN FAVOUR:</b>             | 15                 |
| <b>OPPOSED:</b>               | 0                  |
| <b>ABSTENTIONS:</b>           | 0                  |
| <b>ABSENTEES:</b>             | 1                  |
| <b>DATE OF ADOPTION:</b>      | September 17, 2009 |
| <b>DATE OF PUBLICATION</b>    | September 23, 2009 |
| <b>SPEAKER'S SIGNATURE:</b>   | (S) Andy Moorhouse |
| <b>SECRETARY'S SIGNATURE:</b> | (S) Ina Gordon     |



CERTIFIED COPY

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

*Ina Gordon*  
Sept 23, 2009



## **CODE OF INTERNAL DISCIPLINE OF THE PEACE OFFICERS OF THE KATIVIK REGIONAL POLICE FORCE**

### **CHAPTER I GENERAL PROVISIONS**

#### **Definitions and purpose of the Code**

1. In the present Code, unless indicated by context:
  - 1.1. "Chief" means the peace officer holding the rank of Chief of the Kativik Regional Police Force or the senior officer who exercises his duties during his absence;
  - 1.2. "discipline committee" means the committee set up to perform the duties assigned to this committee by this Code;
  - 1.3. "executive committee" means the executive committee of the Kativik Regional Government;
  - 1.4. "investigation officer" means a senior officer appointed by the Chief to conduct an investigation on any complaint brought under the present Code and to present the results of his investigation to the Chief;
  - 1.5. "KRPF" means Kativik Regional Police Force;
  - 1.6. "peace officer" means any peace officer of the KRPF;
  - 1.7. "senior officer" means any peace officer holding the rank of Captain, or Deputy Chief of the KRPF.
2. This code determines the standards of conduct for peace officers of the KRPF in an effort to ensure efficiency, quality of service, and respect for authority.
3. This Code establishes a disciplinary procedure, determines the powers of the Chief and senior officers in matters of discipline, and establishes sanctions.
4. Any violation or omission of a duty or of a standard of conduct provided for in this Code constitutes a breach of discipline and may lead to imposition of a disciplinary sanction.
5. A member may be subject to a complaint notwithstanding the fact that he has been acquitted or convicted by a court of criminal jurisdiction of an offense with respect to which the facts giving rise to an accusation are the same as the facts on which the disciplinary charge is based.
6. A breach of discipline with which a member is charged may not give rise to more than one charge under this Code and is not liable to more than one disciplinary penalty.



## **CHAPTER II**

### **DUTIES AND STANDARDS OF CONDUCT OF PEACE OFFICER**

#### **Oath of allegiance, oath of office and discretion**

7. The peace officer shall respect his oaths of allegiance and of office as well as discretion.
8. The following in particular constitute breaches of discipline:
  - 8.1. use for personal ends, or to gain an advantage or profit, any information obtained in the course of his duties or as a result of his position in the KRPF;
  - 8.2. cancel, destroy or alter any official KRPF document obtained or written for the KRPF, unless authorized to do so;
  - 8.3. reveal information or make statements relating to a KRPF investigation or activities to persons other than those so authorized by the Chief or by law.

#### **Respect for authority**

9. The peace officer shall promptly obey the orders and directives of superiors.
10. The following in particular constitute breaches of discipline:
  - 10.1. without reasonable grounds, refuse or fail to go through hierarchical channels;
  - 10.2. refuse to account to the Chief or his representative for activities during working hours or beyond working hours when acting in the capacity of a peace officer;
  - 10.3. refuse or fail to transmit a complete report in accordance with a superior's request or order concerning the actions performed during his work;
  - 10.4. refuse or fail to transmit in writing in accordance with a superior's request or order answers to a superior's questions in relation to an event;
  - 10.5. refuse or incite a refusal to work;
  - 10.6. adopt a disrespectful or impolite attitude toward superiors or the KRPF;
  - 10.7. fail to accomplish the work assigned or be elsewhere than the place designated by his superior;
  - 10.8. refuse, when the Chief requests in the interest of the KRPF, to divulge, in writing, the list of profit making corporations or companies, enterprises, businesses or industries he operates or in which he has an interest as well as any trade occupation or job carried out beyond his working hours.



### **Performance, loyalty and proficiency**

11. The peace officer shall accomplish his duties conscientiously, diligently and proficiently.
12. The following in particular constitute breaches of discipline:
  - 12.1. depart from his work schedule;
  - 12.2. take any action or make any false statement in order to extend a holiday, to delay his return to work, to be absent from work, or to justify an absence;
  - 12.3. fail to transmit promptly to his superior any information about crimes, offences, facts, or events of importance he witnesses or of which he has knowledge;
  - 12.4. show carelessness in carrying out his work;
  - 12.5. use the KRPF equipment without authorization or in a reckless or unsafe manner.

### **Integrity**

13. The peace officer shall carry out his duties honestly.
14. The following in particular constitute breaches of discipline:
  - 14.1. use or authorize the use of a vehicle or any other property of the KRPF for personal or unauthorized purposes;
  - 14.2. pick up, without authorization of his superior, a person in a KRPF vehicle for purposes other than those of the KRPF;
  - 14.3. lend, sell or transfer without authorization of the Chief, a piece of uniform or equipment supplied by the KRPF;
  - 14.4. claim or authorize the reimbursement of non-incurred expenses, the payment of hours of work not actually worked or the payment of unwarranted benefits;
  - 14.5. fail or neglect to report or to return without delay any sum of money or goods received as a peace officer;
  - 14.6. present or sign a report or other written document knowing it to be false or inaccurate;
  - 14.7. fail to inform the Chief without delay when his driver's permit is suspended, cancelled or restricted and give the reasons thereof;
  - 14.8. fail to advise the Chief without delay as soon as he learns that he is the subject of criminal investigation or prosecution;





- 14.9. fail to advise the Chief within a reasonable lapse of time of any situation that places him or may place him in conflict of interest, that prejudices his impartiality or that negatively affects his judgment and loyalty;
- 14.10. fail to inform the Chief without delay and in writing when he sees or is informed of the alleged commission by a peace officer of the KRPF of an infraction against any law enacted by a legally constituted authority in a manner susceptible to compromise the exercise of his duties;
- 14.11. maliciously damage, destroy, lose through negligence or illegally transfer public or private property;
- 14.12. fail to report any destruction, loss or damage of property provided by the KRPF.

### **Behavior**

- 15. At all times the peace officer shall demonstrate dignity and avoid any behavior tending to undermine the confidence or consideration that his duties require or to compromise the efficiency or the prestige of the KRPF.
- 16. The following in particular constitute breaches of discipline:
  - 16.1. use of obscene or insulting language;
  - 16.2. misuse of authority, intimidation or harassment;
  - 16.3. recourse to greater force than necessary, to accomplish what he is ordered or permitted to do;
  - 16.4. without justification, associate or fraternize with persons he knows, or should reasonably know, have been suspected or who have a shady reputation with regards to criminal activities, nor frequent places so reputed;
  - 16.5. suggest or recommend to a person who has been charged or with whom he has been in contact in the course of his duties, the services of a particular attorney;
  - 16.6. suggest or recommend to a person with whom he has been in contact in the course of his duties, the services of a garage, towing operator, hotel establishment or any other commercial representative;
  - 16.7. beyond working hours, operate a business or an industry, work at a trade, occupy a job or engage in an activity of a nature which prejudices his independence or that of the KRPF, or diminishes his performance during working hours, such as prohibited by provisions of the Police Act (R.S.Q., c. P-13.1);
  - 16.8. place himself in a position of conflict of interest by soliciting or collecting or allowing solicitation or collection from the public of money through the sale of advertising or tickets or in any other way on behalf of a person, organization or association;



- 16.9. engage in any political activity prohibited by provisions of the Police Act (R.S.Q., c. P-13.1);
- 16.10. on duty, or whenever in uniform, buy, transport, or consume alcohol without authorization;
- 16.11. on duty, whenever in uniform, or upon reporting for work, be under the influence of alcohol, narcotics, hallucinogenic agents, narcotic or anesthetic preparations or any other substance which may produce drunkenness, the impairment or disruption of faculties, or unconsciousness;
- 16.12. on duty, or whenever in uniform, exhale an odor of alcohol;
- 16.13. maintain in a vehicle or on KRPF premises alcohol or narcotics without authorization;
- 16.14. lack courtesy towards the public or toward any employee of the KRPF or any municipal, or government official;
- 16.15. buy, sell or possess narcotics or any other substance for which the sale is prohibited or regulated, or be a middleman in any of the aforementioned cases, unless required in the course of his duties;
- 16.16. use his position as a peace officer for personal ends or advantages or for the advantage of someone else;
- 16.17. directly or indirectly, exert undue influence or obtain or attempt to obtain a sum of money or any other benefit in return for a favor;
- 16.18. while on duty or in uniform, have an appearance or attitude which is poor and does not comply with KRPF directives;
- 16.19. while on duty, wear the uniform, badge or service weapon or other item belonging to the KRPF when engaging in activities that are not part of the duties of a peace officer;
- 16.20. violate any law or regulation enacted by a legally constituted authority in such a way that it may prejudice the KRPF's effectiveness and quality of service.

#### **Responsibility towards persons under custody**

17. The peace officer must respect the rights of a detainee, which means every person placed under his custody, and avoid any complacency in this respect.
18. The following in particular constitute breaches of discipline:
  - 18.1. be negligent in the custody or surveillance of a detainee;



- 18.2. provide a detainee with alcoholic beverages, hallucinogens, narcotic or anaesthetic preparations or any other substance which may produce drunkenness, impairment or disruption of faculties, or unconsciousness;
- 18.3. commerce in any way with a detainee or try to obtain from him any advantage or gain any for him;
- 18.4. other than in an emergency, search a person of the opposite sex;
- 18.5. neglect to search, or in the case of a person of the opposite sex, neglect to have searches conducted by a person of the same sex, for every detainee placed under his custody;
- 18.6. neglect to retain in a safe place any object or item removed from a detainee;
- 18.7. neglect to make required entries into the committal log and the confiscated objects log;
- 18.8. interfere in communications between a prisoner and his attorney;
- 18.9. use a greater force than necessary towards the detainee;
- 18.10. neglect to ensure the safety and health of a detainee;
- 18.11. allow the confinement of a young offender with an adult detainee, or a person of female sex with a person of male sex except in cases foreseen by law;
- 18.12. proceed with the confinement of a minor without first having been so authorized by persons in authority.

#### **Service weapons or intermediary weapons**

19. The peace officer may only use a service weapon or intermediary weapon with caution and good judgement.
20. The following in particular constitute breaches of discipline:
  - 20.1. the act of not maintaining or keeping a service weapon, intermediary weapon or ammunition which are confided to him, in good working condition;
  - 20.2. the act of exhibiting, handling or pointing a service weapon or using an intermediary weapon without justification;
  - 20.3. the act of neglecting to submit a report to his superior each time he uses his service weapon or intermediary weapon in the exercise of his duties;
  - 20.4. the act of not taking reasonable means to prevent loss, theft or usage by a third party of his service weapon or intermediary weapon;



- 20.5. the act of lending or surrendering his service weapon or intermediary weapon;
- 20.6. the lack of caution in the use or handling of his service weapon or intermediary weapon notably by needlessly placing the life or safety of another person in danger;
- 20.7. in the exercise of his duties, the act of carrying or using a firearm or intermediary weapon other than the one issued to him by the KRPF, without prior authorization.

### **Judicial process**

- 21. The peace officer must respect the authority of the law and the courts, and collaborate in the administration of justice.
- 22. The following in particular constitute breaches of discipline:
  - 22.1. the act of violating any law enacted by a legally constituted authority in a manner susceptible to compromise the exercise of his duties;
  - 22.2. once the judgment concerned has become *res judicata*, the act of being declared guilty or having admitted guilt to an infraction punishable by summary conviction or by indictment under the Criminal Code (revised Statutes of Canada, chapter C-46), and which is covered by paragraph 3 of section 115 and section 119 of the Police Act (R.S.Q., c. P-13.1);
  - 22.3. the act of obstructing or contributing to obstruct justice from following its course;
  - 22.4. the act of hiding evidence or information with the purpose of harming a person, notably an accused, a plaintiff or a witness, or to give him a preferential advantage;
  - 22.5. the act of omitting or unjustifiably delaying transmission to his superior of any information about crime and offences to which the peace officer is a witness or of which he has knowledge;
  - 22.6. the act of omitting or unjustifiably delaying transmission to the prosecutor of any information about a crime or offence to which he is the investigator, a witness, or of which he has knowledge;
  - 22.7. the act of refusing to receive a legitimate complaint;
  - 22.8. the act of being unjustifiably absent from court when called as a witness.

## **CHAPTER III DISCIPLINARY PROCEDURE**

### **Disciplinary Complaint**

- 23. Any complaint against the Chief is submitted, by the person who receives it, to the Chairman of the Kativik Regional Government for appropriate processing. Any complaint



that could lead to the dismissal or salary reduction of the Chief shall be administered in compliance with sections 87 and 88 of the Police Act (R.S.Q., c. P-13.1).

Any complaint against a senior officer is submitted by the person who receives it, to the Chief with a copy to the president of the discipline committee. The Chief and the president of the discipline committee shall evaluate in a preliminary manner the merits of the complaint and decide on the process to be applied. If they believe that the complaint could lead to the senior officer's dismissal or salary reduction, then, the complaint shall be administered in compliance with sections 87 and 88 of the Police Act (R.S.Q., c. P-13.1).

24. For the remainder of this chapter, the expression "peace officer" excludes the Chief. It also excludes a senior officer who, on the date a complaint is received, has been employed by the Kativik Regional Government for at least six months and is not an employee within the meaning of the Labour Code (R.S.Q., c. C-27), and when, according to section 23, the Chief and the president of the discipline committee believe that the complaint could lead to the dismissal or salary reduction.
25. Any person may lodge a complaint relative to the behaviour of a peace officer of the KRPF by submitting it in writing to the immediate superior of this peace officer or to any peace officer of the KRPF, who must inform the plaintiff that his complaint will be forwarded to the Chief for appropriate action. When required, the peace officer assists the plaintiff to draft his complaint.
26. The peace officer who receives a complaint immediately forwards the original of the complaint to the Chief.
27. The complaint may also originate from the authority of the KRPF.
28. In all cases of complaints, within the briefest delay, the Chief informs the peace officer named, in writing, that a complaint was lodged and of its nature, except if the fact of informing him is likely to hinder the results of the investigation.
29. Upon receipt of the complaint, the Chief must evaluate in a preliminary manner the merits of the complaint and:
  - 29.1. reject the complaint when he deems it to be frivolous, vexatious, or unfounded, in fact or in law, and inform, in writing, the plaintiff of the motives for his decision;
  - 29.2. request the senior officer that he appoints to establish all the facts by means of an investigation and once the investigation is completed, to forward a report to him.
  - 29.3. If the available facts justify it, initiate the disciplinary process and summon the peace officer in front of:
    - i. a senior officer if the sanctions which may be required are of the order of:
      - a) a warning;
      - b) a reprimand;
      - c) a disciplinary reassignment;
    - ii. or a discipline committee if the sanctions which may be required are of the order of:



- a) a disciplinary suspension without pay for a period not exceeding 60 (sixty) working days;
  - b) a demotion;
  - c) a dismissal.
30. Following the preliminary evaluation of a complaint, the Chief may, in the interest of the public, the KRPF, or the peace officer who is the subject of the complaint, make comments or observations to the peace officer for the purpose of developing his professional conscience, or preventing the commission of a breach of discipline. Such notice does not constitute a disciplinary measure. It is transmitted to the peace officer through the intermediary of his immediate superior who records it in the personnel file of the peace officer involved.
31. Following the preliminary evaluation of a complaint, the Chief may furthermore, when the interest of the public, the KRPF, or the peace officer who is the subject of the complaint warrants it:
- 31.1. have the peace officer undergo a medical examination;
  - 31.2. have the peace officer follow a retraining period or self-improvement in a police institute, school or specialized establishment;
  - 31.3. have the peace officer assigned to other duties or suspend him with pay, half pay, or without pay, pending the final decision of the discipline committee.

### **Discipline Committee**

32. A committee for the hearing of complaints shall be constituted of 5 members. Two members shall be appointed by the Chief and shall be chosen from among the senior officers. The other 3 members, who must not belong to the KRPF, shall be appointed by the executive committee. The executive committee will, after a consultation with the Chief, appoint the president of the committee.
- 32.1. The mandate of the members of the discipline committee as well as of the president is for three (3) years. It is renewable for a successive term only once.
  - 32.2. The quorum of a disciplinary hearing shall consist of one senior officer of the KRPF and two other persons mentioned in section 32.
  - 32.3. The president does not have a vote except to break a tie vote.
  - 32.4. In a case of absence or incapacity of the president, the executive committee will, after consultation with the Chief, appoint an acting president from among the members of the discipline committee.



### **Procedure before a discipline committee or a senior officer**

33. When a peace officer is charged on disciplinary grounds before a senior officer or discipline committee, the disciplinary charge is lodged by the Chief or his representative.
34. The disciplinary charge shall indicate the nature and circumstances of facts and place of the breach of discipline of which he is accused. It is served on the peace officer in writing.
35. The peace officer shall make known his plea to the Chief no later than ten (10) clear days after the disciplinary charge has been served against him.
36. The Chief sets the date, hour and place of the hearing and so advises the peace officer at least ten (10) clear days before the date of the hearing.
37. At the hearing, the peace officer has the right to be assisted by a person of his choice but this, at his own expense.
38. When the peace officer requests the calling of witnesses from among employees of the KRPF, he shall do so in a reasonable number. The Chief shall then take the necessary steps, keeping in mind the KRPF's obligations, to obtain the presence of such witnesses.
39. At the hearing, the president of the discipline committee, or the senior officer, shall:
  - a) have the disciplinary charge read to the respondent peace officer;
  - b) allow the respondent peace officer to change his plea;
  - c) allow the respondent peace officer to be heard and to defend himself;
  - d) accept any means of evidence it deems appropriate and relevant to ensure the truth will emerge;
  - e) call, examine and discharge witnesses, as it deems necessary.
40. At the hearing, the investigation officer shall:
  - a) set out the elements of the breach of discipline which are the object of the hearing;
  - b) present the evidence and make representations, as the case may be.
41. The disciplinary charge may be amended at any time subject to the conditions necessary to safeguard the rights of the parties. However, save with the consent of the parties, a discipline committee or senior officer allows no changes, which would result in an entirely new charge, unrelated to the original charge.
42. A discipline committee or the senior officer receives the solemn declaration of witnesses.
43. At the hearing, the discipline committee or the senior officer may be assisted by a legal advisor appointed by the Chief. He advises the committee on any matter of law or procedure, but does not take part in the decision making.
44. A discipline committee or senior officer is required to accept as proof of guilt, a duly certified copy of any final decision of a Canadian court, finding a peace officer guilty of a criminal offence.



45. The previous section also applies to any decision of a foreign court ruling where a peace officer or officer who was found guilty of an act which, had it been committed in Canada, would have constituted a criminal offence.
46. Should the peace officer plead guilty or should he be found guilty of a breach of discipline, the parties may then be heard in regard to the sanction. A discipline committee or senior officer renders his decision no later than ten (10) clear days after the peace officer has been declared guilty.
47. A senior officer may recommend to the Chief one or several of the following sanctions for each charge:
  - a) a warning;
  - b) a reprimand;
  - c) a disciplinary reassignment.
48. A discipline committee could impose one or several of the following sanctions for each charge:
  - a) a warning;
  - b) a reprimand;
  - c) disciplinary reassignment;
  - d) disciplinary suspension without pay for a period not exceeding sixty (60) working days;
  - e) demotion;
  - f) dismissal.
49. The decision of a discipline committee or senior officer shall be in writing, justified and signed by all members of the discipline committee, or by the senior officer responsible for the disciplinary process. It is immediately forwarded to the Chief and to the peace officer.

#### **Review and execution of the disciplinary decision**

50. Any decision rendered by a senior officer is reviewed within thirty (30) clear days by the Chief who may uphold it, rescind it or amend it by substituting one or more of the sanctions set forth under section 47.
51. A disciplinary decision which is upheld or amended by the Chief is enforceable immediately.
52. The discipline committee may review its decision within fifteen (15) clear days of the submission of a request for review. This request for review must be sent by the peace officer to the Chief within fifteen (15) clear days of the decision rendered by the discipline committee. When no review request is submitted to the Chief within the delay, the decision rendered by the discipline committee is immediately implemented by the Chief.
53. A peace officer who has been sanctioned with a dismissal is suspended without pay until the decision of the discipline committee has been reviewed, if such a review is requested.





#### **CHAPTER IV INTERPRETATIVE PROVISIONS**

54. When a peace officer is acquitted of a disciplinary charge, no reference to such charge shall be made in his personnel file.
55. Nothing in this Code shall be interpreted as limiting the administrative authority of the Chief to suspend with pay, half pay or without pay, any peace officer suspected of having committed a criminal offence or a serious breach of discipline, when the Chief believes it is appropriate to temporarily separate such a peace officer from the KRPF.

#### **CHAPTER V FINAL PROVISIONS**

56. Any peace officer who witnesses the commission of a breach of discipline, who is informed of or who has legitimate reason to believe a breach of discipline has been committed is duty-bound to inform the Chief, or in the case of the Chief to inform the Chairperson of the Kativik Regional Government, without delay.
57. When a peace officer who is the subject of a disciplinary charge and duly convoked, refuses or neglects, without justification, to appear in person before the discipline committee or leaves the hearing room with or without authorization, the case may be heard in absentia.
58. A peace officer sentenced to a disciplinary sanction other than dismissal may, after five (5) years, if it involves a demotion, after three years if it involves a disciplinary suspension, with or without pay, and after one year if it involves a reprimand, a written warning or a note about a verbal notice, petition the Chief to have the sanction removed from his personnel file.
59. A disciplinary charge against a peace officer may only be lodged within two (2) years of the commission of the breach of discipline, except in the event that the breach of discipline also constitutes a criminal act punishable only by way of a charge being laid.
60. A peace officer who is suspended or temporarily relieved of his duties shall deliver to his superior or the person designated by the latter, his firearm, handcuffs, official documents and any other KRPF property he has in his possession.
61. This Code shall come into effect in accordance with the Police Act (R.S.Q., c. P-13.1) and with the Act respecting Northern Villages and the Kativik Regional Government (R.S.Q., c. V-6.1).
62. In this Code, the masculine form is used to refer to both men and women.
63. This Code repeals the code adopted pursuant to Ordinance No. 99-04 of the Kativik Regional Government.

**Approved by the Kativik Regional Government Ordinance No. 09-09, dated Sept. 17, 2009**