

**INTERIM AGREEMENT ON THE PROVISION OF POLICING
SERVICES IN THE NASKAPI VILLAGE OF KAWAWACHIKAMACH
FOR THE PERIOD FROM
APRIL 1ST, 2018 TO MARCH 31ST, 2023**

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AMONG

THE NASKAPI VILLAGE OF KAWAWACHIKAMACH
represented by the Mayor
(hereinafter referred to as "The Municipality")

AND

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

AND

THE GOVERNMENT OF QUEBEC
represented by the ministre de la Sécurité publique,
The ministre responsable des Relations canadiennes
et de la Francophonie canadienne, and by the ministre
responsable des Affaires autochtones
(hereinafter referred to as "Quebec")

(hereinafter collectively referred to as the "Parties")

WHEREAS the Naskapi Nation of Kawawachikamach, which refers to the Naskapi Band within the meaning of the Northeastern Quebec Agreement (hereinafter the "NEQA"), and the *Naskapi and the Cree-Naskapi Commission Act* (S.C. 2018. C. 4), is the recognized local authority;

WHEREAS the Naskapi Village of Kawawachikamach (the "Municipality") is a Municipality created by *The Cree Villages and the Naskapi Village Act* (CQLR c V-5.1), adopted by the Assemblée nationale to implement the NEQA and as it appears from this Act, the elected Chief of Naskapi Nation of Kawawachikamach automatically becomes Mayor, and elected Councillors of Naskapi Nation of Kawawachikamach become Village Councillors. The Municipality acts as the municipal government for Category IB-N land and is responsible for providing the agreed police services on Category IA-N land in accordance with the terms and condition of the present agreement.;

WHEREAS the Municipality has established a police force (hereinafter the "Naskapi Police Force") pursuant and within the meaning of the *Police Act* (CQLR c P-13.1) and its members are police officers within the meaning of that Act;

WHEREAS the *Naskapi and the Cree-Naskapi Commission Act* (S.C. 2018. C. 4), adopted by Canada to implement the NEQA, recognizes that the Naskapi Police Force has jurisdiction over Category IA-N land for the purpose of enforcing the applicable by-laws of Canada and Quebec and the applicable by laws of the NKK and the Municipality;

WHEREAS the Parties agree on the importance that the Municipality provide professional policing services that are dedicated and responsive to the needs and culture of the Municipality in accordance with the applicable statutes and regulations;

WHEREAS Canada and Quebec, while respecting their own jurisdictions and the obligations pursuant to Chapter 13 of the NEQA, shall provide a financial contribution for the expenses incurred by the Municipality to establish and maintain policing services within the Municipality being served;

WHEREAS Canada shall provide its share of the financial contribution under this Agreement in accordance with section 13 of the NEQA and the terms and conditions of the First Nations Policing Program ("FNPP"), insofar as the provisions of said Program are appropriate to implement Canada's funding obligations under the NEQA;

WHEREAS the Parties are in the process of negotiating amendments to modernize section 13 of the NEQA and, as such, wish to enter into an interim funding agreement to ensure the continued funding of the Naskapi Police Force during those negotiations;

AND WHEREAS in the interim, the Parties wish to agree to the terms and conditions of such interim funding agreement for the period of April 1st, 2018 to March 31st, 2023, without prejudice or admissions to the negotiations of section 13 of the NEQA or any subsequent funding agreement;

CONSEQUENTLY, the Parties agree as follows:

**PART I
INTERPRETATION PROVISIONS**

1.1 DESCRIPTION OF THIS AGREEMENT

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

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

1.2 APPLICABLE LEGISLATION

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

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

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

1.4 LEGAL SCOPE OF THE AGREEMENT

1.4.1 This Agreement shall not serve to recognize, define, affect, limit or create Aboriginal rights or treaty rights. It shall not be interpreted to be an agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982*.

1.4.2 This Agreement shall not serve to create a partnership, an association, a joint venture, or an employer-employee or agency relationship among the Parties.

1.4.3 The territory covered by this Agreement is as follows:

« The territory of the community of Kawawachikamach, being Category IA-N and Category III lands situated within their perimeter as defined in accordance with the *Act respecting the land regime in the James Bay and New Québec territories* (CQLR, c. R-13.1) » and the *Cree-Naskapi Commission Act* (S.C. 2018. C. 4).

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

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

1.4.4 This Agreement is binding upon successors and assigns of the Parties.

1.4.5 This Agreement does not affect the eligibility of and the access by the Naskapi Village of Kawawachikamach to other existing or future programs or initiatives beyond the scope and purpose of this Agreement.

1.5 PURPOSE OF THIS AGREEMENT

The purpose of this Interim Agreement is to provide funding of the Naskapi Police Force in accordance with section 13 of the NEQA during the ongoing negotiation of section 13 of the NEQA, and in accordance with *the Cree-Naskapi Commission Act* (S.C. 2018. C. 4).

1.6 DEFINITIONS

The following definitions apply to this Agreement:

- a) **“Access Road”** means to the road linking Kawawachikamach to Schefferville, situated on Category III lands
- b) **“ACS”** means Attestation of College Studies, which is a credited and recognized collegial program of study;
- c) **“DCS”** means Diploma of College Studies;
- d) **“Business Day”** means a day on which banking transactions can occur in Québec;
- e) **“Fiscal Year”** means the period between April 1st of a calendar year and March 31st of the subsequent calendar year;
- f) **“Municipality”** means the Municipality of the Naskapi Village of Kawawachikamach created by section 8 of the NEQA and by *The Cree Villages and the Naskapi Village Act* (CQLR c V-5.1). It acts as the municipal government for Category IB-N land and is responsible for providing police services on Category IA-N land;
- g) **“NNK”** means the Naskapi Nation of Kawawachikamach, the Naskapi local government, constituted as a corporation under the *Cree-Naskapi Commission Act* (S.C. 2018. C. 4), and for the purposes of the present Agreement, also includes the Municipality;
- h) **“Naskapis”** refers to the Naskapi beneficiaries under the NEQA;
- i) **“Naskapi Police Force”** means the Naskapi Local Police Force established by NNK pursuant to section 13 of the NEQA; and
- j) **“Northeastern Québec Agreement”** or **“NEQA”** means the agreement executed on January 31, 1978 and approved, given effect and declared valid by the Act Approving the Northeastern Québec Agreement, (CQLR c C-67.1) as amended from time to time through Complementary Agreements thereto.

**PART II
PROVISION OF POLICING SERVICES**

2.1 ESTABLISHMENT AND ADMINISTRATION OF THE POLICE FORCE

2.1.1 The Police Force shall consist of a minimum of eight (8) officers (full-time equivalent positions), including the Police Director. The minimum number of police officers for the Naskapi Police Force shall be reevaluated within the negotiations for the successor agreement to this Agreement, pursuant to paragraph 6.10.2 of this Agreement.

The Police Force shall be assisted in its work by support staff.

2.1.2 The Municipality 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 Chief and support staff, and shall also be responsible for their appointment. The Municipality shall draw up their employment contracts, including paragraph 5.4.2 of this Agreement.

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

2.2 MISSION AND RESPONSIBILITIES OF THE POLICE SERVICE

2.2.1 The mission of the Police Force is outlined in sections 48 and 69 of the *Police Act*, and is applied with a Community-based Policing approach as developed by the Municipality.

2.2.2 In order to provide policing services within the territory described in paragraph 1.4.3 and in compliance with the principles set out in section 48, paragraph 2, of the *Police Act*, 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, based on a 24-hour, seven-days per week service;
- 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 culturally-appropriate and community-sensitive crime prevention measures and programs;
- d) to provide the Police Tasks enumerated in Schedule I to this Agreement.

2.2.3 In police investigations and operations, the Police Director and police officers shall act freely and independently. Accordingly, the Municipality, its employees and any organization established by the Municipality shall not attempt to interfere with or give any instruction, directly or indirectly, to members of the Police Force or its Police Director.

2.2.4 The Parties recognize that effective policing services require mutual assistance and operational cooperation among the various police authorities that operate in Quebec, in accordance with their respective mandates and the applicable laws.

2.2.5 This Agreement does not aim to change the mandate of the Royal Canadian Mounted Police (RCMP), the Sûreté du Québec (SQ) or any other police force having jurisdiction to prevent and repress offences against the law throughout province of Québec under the applicable legislation.

2.2.6 The Naskapi Police Force shall provide police services as set out in the Police Act and as identified in Schedules I.

2.3 HIRING STANDARDS AND REQUIRED QUALIFICATIONS

2.3.1 The Police Director shall hire members of the Police Service in accordance with the standards set out in section 115 of the *Police Act* and any regulation made under section 116 of that Act.

All candidates to become police officers must at least have completed an ACS or a DCS in Police Technology in order to be eligible in the Naskapi Police Force. After completing the ACS or the DCS, they shall be eligible for the regular police training program of the École nationale de police du Québec. Should the École nationale de police du Québec (ENPQ) not be in a position to service the training needs of these police officers in a reasonable timeframe or in an appropriate manner, the parties agree that the said training may take place elsewhere in Canada in an institution accredited by the École nationale de police du Québec which will recognize such training by issuing the appropriate certification subject to any additional obligatory training to acquire a basic knowledge related to law enforcement in Québec having been followed with success.

2.3.2 In addition to meeting the hiring standards and required qualifications, the candidate selected by the Municipality for the position of Police Director must possess relevant experience in managing a police service. The Municipality 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 ensure that the candidate obtains such a degree or diploma in a reasonable time.

2.3.3 In exceptional circumstances, where there is a shortage of candidates who meet the requirements prescribed in subsections 2.3.1 and 2.3.2, the NPF may hire special constables on a temporary basis who, in addition to meeting the conditions prescribed in subparagraphs 1 to 4 of the first paragraph of the Police Act, meet at least the following criteria :

- a) are 18 years of age 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 training on the use of force.

2.3.4 In selecting a police-investigator, the Municipality shall ensure that the candidate meets the conditions of employment and required qualifications set out in subsection 2.3.1 of this Agreement, as well as police-investigator training provided or recognized by the ENPQ.

2.3.5 The Police Director shall ensure that members of the Police Service's support staff have good moral character and the qualifications needed to work in environments where confidential information is kept.

2.4 SPECIAL PROVISIONS FOR OBTAINING THE STATUS OF POLICE OFFICER

2.4.1 Auxiliary police officers employed when this Agreement comes into effect and appointed under previous agreements on the provision of policing services shall obtain the status of police officer. This recognition is valid only if they maintain their employment with the Municipality as peace officers.

2.4.2 The special constables appointed under section 107 of the *Police Act* and employed when this Agreement comes into effect shall obtain the status of police officer. This recognition is valid only if they maintain their employment with the Municipality as peace officers.

2.5 SWEARING IN

The Director of Police shall take the oaths set out in schedules A and B of the *Police Act* before the Mayor, while the other police officers shall take the same oaths before the Director of Police.

2.6 REGISTER

2.6.1 The Municipality shall maintain an up-to-date register of members of the Police Force that includes the following information:

- a) swearing-in date;
- b) employment start date (and end date, if applicable);
- c) job description (duties, full-time, part-time job (number of hours));
- d) class 4A driver's licence number and expiry date;
- e) diploma(s) and/or equivalency recognized by the ENPQ and date(s) obtained;
- f) title of professional firearms certification(s) and recertification(s) and date(s) obtained;
- g) title of professional pepper spray certification(s) and recertification(s) and date(s) obtained;
- h) title of professional conducted energy device certification(s) and recertification(s) and date(s) obtained; and
- i) title of any other relevant certification involving intermediary weapons, including "expandable baton," and date(s) obtained.

2.6.2 For each member of the Police Force, all supporting documents shall be kept in a personal file, under lock and key, and a copy of each file shall be sent promptly to the Ministère de la Sécurité publique (MSP). A copy of any supporting document shall also be sent promptly to the MSP on request.

2.7 ETHICS AND INTERNAL DISCIPLINE

2.7.1 The Municipality shall adopt a regulation on internal discipline with which police officers, including the Police Director, must comply, in addition to the obligations set out in the Code of Ethics of Québec Police Officers (CQLR, c. P-13.1, r.1). The regulation must be sent on request to Québec and Canada.

As set out in section 258 of the *Police Act*, this regulation sets 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, it must indicate the types of conduct that constitute breaches of discipline, establish a disciplinary procedure, determine the powers of disciplinary authorities, and specify sanctions.

2.7.2 In cases where the Police Director is the subject of a complaint, the Municipality is responsible for applying the disciplinary procedure set out in the regulation and imposing sanctions, as needed.

2.8 CRIMINAL ALLEGATIONS

- 2.8.1 The Municipality shall establish provisions, based on an internal policy, employment contract or collective agreement, to be applied in cases of criminal allegations against members of the Police Force and shall include the circumstances for applying the various measures.
- 2.8.2 The Municipality may follow the model of provisions applicable to criminal allegation cases in Schedule H.

Within 30 days of this Agreement coming into effect, the Municipality shall send a copy of these provisions to Quebec and Canada, and it shall send any amendments thereto without delay.

Unless it adopts and sends its own provisions applicable to criminal allegation cases, the Municipality shall be deemed to have adopted those in Schedule H.

2.9 RESPONSIBILITIES OF THE POLICE DIRECTOR

- 2.9.1 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 in place. The Director's duties include:
- a) assisting the Municipality in managing the Police Force and support staff and ensuring that policies and procedures established by the Municipality are being respected;
 - b) managing the operations of the Police Force and support staff and coordinating police operations;
 - c) ensuring compliance with the *Code of Ethics of Québec Police Officers*, the regulation on internal discipline and provisions applicable to criminal allegation cases;
 - d) ensuring that materials and equipment made available to the Police Force are used solely for the provision of policing services;
 - e) providing the MSP with a copy of the continuous training plan, which must be sent to the ENPQ no later than April 1 of each year under sections 3 to 6 of the *Police Act* and providing Canada with a general follow-up of this plan; and
 - f) reporting to the Municipality on disciplinary files and operations and administration of the Police Force, including public complaints.
- 2.9.2 The Director of Police shall adopt operational directives that comply with the Manual of Police Practices provided to the Police Force by the MSP, in accordance with section 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.
- 2.9.3 The Director of Police shall ensure that the members of the Police Force comply with the applicable statutes and regulations and hold the required professional certifications and re-certifications for:
- a) use of firearms;
 - b) use of pepper spray;
 - c) use of conducted energy devices; and
 - d) use of intermediary weapons.

2.9.4 The Director of Police shall ensure that pertinent information is registered with the Centre de renseignements policiers du Québec (CRPQ) according to the procedure agreed upon with the SQ.

2.10 REDUCTION IN PAY OR DISMISSAL OF THE POLICE DIRECTOR

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

The provisions of the Police Act regarding the removal or reduction of salary of a director of a municipal police force apply, with the necessary modifications.

**PART III
FACILITY AND EQUIPMENT**

3.1 POLICE FACILITY

- 3.1.1 The Municipality shall provide a police facility for the use of the Police Force for the provision of policing services.
- 3.1.2 It is the sole responsibility of the Municipality to ensure that the facility provided pursuant to subsection 3.1.1 is regularly inspected and complies with the applicable fire safety and occupational health and safety standards, including any standards adopted by the Municipality itself and to inform its insurer of any risks associated with this facility and correct any deficiency. Neither Canada nor Quebec may be held responsible by the Municipality for a breach of its obligations to provide a facility that meets these standards.

3.2 MATERIAL AND EQUIPMENT

- 3.2.1 The Municipality, further to recommendations from the Director of Police, shall supply material and equipment needed to provide policing services, with the funds provided by Canada and Quebec and, in regards to firearms, in accordance with the applicable firearms statutes and regulations.
- 3.2.2 The Municipality shall provide to Canada and Quebec a complete inventory of weapons of the Police Force, including intermediary weapons:
- a) within thirty (30) days of the commencement of this Agreement, if before signing this Agreement, the Municipality did not provide Canada and Quebec with a complete inventory;
 - b) within four (4) months following the end of each fiscal year, as described in paragraph 4.9.1;
 - c) upon the expiration or termination of this Agreement; and
 - d) without delay, upon request from Quebec.

3.3 DISPOSAL OF MATERIAL AND EQUIPMENT

- 3.3.1 The Municipality is responsible for the maintenance of material and equipment of the Police Force.
- 3.3.2 The Municipality agrees to replace the material and equipment 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.

- 3.3.3 During the term of this Agreement, material and equipment may be sold by the Municipality at fair market value.

The proceeds of such sales, should they exceed \$6,000, shall be credited to Canada and Quebec, in proportion to their initial contributions as set out in paragraph 4.2.2. The proceeds of such sales shall exclude any amortisation costs. The sum due to Canada and Quebec can be reimbursed to them by:

- a) reducing proportionally the payment to be made under this Agreement or any other subsequent agreement;
- b) in any other circumstance, the amount owed shall become an amount owing to Canada and Quebec, as the case may be, and it shall be reimbursed no later than thirty (30) days following the transaction date.

Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Quebec shall be made to the Minister of Finance of Quebec.

- c) notwithstanding paragraphs 3.3.3 a) and b), Canada and Quebec may, jointly and in writing, agree that the Municipality keep the proceeds of the sales to acquire material and equipment for the provision of policing services.

- 3.3.4 Upon the expiration or termination of this Agreement, The Municipality shall dispose of the Police Force material and equipment in accordance with subsection 6.7.

3.4 INSURANCE

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

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

- 3.4.2 The Municipality shall contract and maintain insurance coverage of no less than two million dollars (\$2,000,000) for motor vehicles owned, used by or registered to the Police Force.

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

- 3.4.4 The Municipality shall advise Canada and Quebec, without delay, if the insurer terminates or amends the insurance.

**PART IV
FUNDING ARRANGEMENTS FOR POLICING SERVICES**

4.1 INFORMATION TO THE PUBLIC

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

4.2 FUNDING AMOUNT AND BUDGET

4.2.1 Funding for 2018-2019 Financial Year

The maximum funding for the 2018-2019 Financial Year provided by Canada and Québec is established at \$1,525,000.00 in accordance with the budget in Schedule A of this Agreement. Their respective contributions at fifty-two per cent (52%) for Canada and forty-eight per cent (48%) for Québec are:

\$793,000 for Canada;
\$732,000 for Quebec.

4.2.2 Funding for 2019-2020 and Subsequent Financial Years

For the following Fiscal Years until the termination or expiry of this Agreement, the annual funding is determined by using the following formula rounded to three decimals:

$$CFY = PFY \quad x \quad \left(1 + \frac{CPI_{x-1} - CPI_{x-2}}{CPI_{x-2}} \right)$$

Where:

"CFY" represents the total amount of funding to be provided by Canada and Quebec to The Municipality pursuant to this Agreement in the concerned Fiscal Year;

"PFY" represents the total amount of funding provided by Canada and Québec to The Municipality pursuant to this Agreement in the previous Fiscal Year;

"CPI" represents the Consumer Price Index for Quebec for the month of December as determined by Statistics Canada (catalogue 62-001-X Table 10);

"x-1" represents the calendar year immediately preceding the concerned Fiscal Year;

"x-2" represents the calendar year immediately preceding x-1.

- 4.2.3 The Municipality shall respect the budget set out in Schedule A (Police Force Budget). However, it may reallocate funds between budget items, without authorization or preparing an amended budget, when the reallocation is less than the lesser of the following amounts:
- a) twenty per cent (20%) of one of the amounts identified under one of the budget items in Schedule A, or
 - b) \$100,000.

- 4.2.4 If the reallocation is higher than the lesser of the amounts indicated in 4.2.3, or if the budgetary reallocation requires the addition of a new eligible budget item or the removal of an existing budget item, the Municipality shall obtain the written authorization of Canada and Quebec.
- 4.2.5 The Municipality shall also obtain the written authorization of Canada and Quebec to carry out a reallocation when the budgetary reallocation could have as a result that all budgetary reallocations carried out by the recipient under paragraph 4.2.3 for a fiscal year exceed 20% of the total contribution by Canada and Quebec for that fiscal year.
- 4.2.6 The authorization request under paragraphs 4.2.4 and 4.2.5 and the information required therein shall be submitted in accordance with the requirements of Quebec and Canada (see Schedule B – Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding).
- 4.2.7 Budgetary reallocations shall be clearly identified in the quarterly cash flow statement referred to in paragraph 4.3.1 and the audited annual financial statements referred to in paragraph 4.9.2.

4.3 PAYMENT SCHEDULE TERMS AND CONDITIONS

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

Canada shall provide fifty-two percent (52%) of the total annual funding to the Municipality pursuant to this Agreement in one instalment paid on the first Business Day of June, through direct deposit to the Municipality, conditional on the reception by Canada of the cashflow forecast in relation to this Agreement for the concerned Fiscal Year.

- 4.3.3 The payment schedule for Quebec is as follows:

Quebec's share (48%) of the total annual funding provided to the Municipality pursuant to this Agreement shall be paid by Quebec in two (2) equal instalments to be paid respectively on the first Business Day of each of the months of June and November of the concerned Financial Year through electronic bank transfer to the account designated for this purpose by the Municipality. The first instalment is conditional on the reception by Quebec of the cashflow forecast in relation to this Agreement for the concerned Fiscal Year.

4.4 CONDITIONS OF FUNDING

- 4.4.1 The contribution of funds made by Canada or Quebec, under this Agreement, is contingent on:
- a) the existence of the annual appropriation required, granted by Parliament to the Department of Public Safety and Emergency Preparedness, to fund Aboriginal policing services for the Fiscal Year during which the payment of Canada's contribution is likely to become due, pursuant to section 40 of the *Financial Administration Act*, (R.S.C.1985, c. F-11);

- b) the existence of the annual appropriation required, granted by the National Assembly to the Ministère de la Sécurité publique, to fund Aboriginal policing services for the Fiscal Year during which the payment of Quebec's contribution is likely to become due.

4.4.2 In the event that funding is no longer available or has been decreased for Aboriginal policing services, Canada or Quebec may reduce their contribution or terminate this Agreement. Such a reduction or termination will take effect thirty (30) days after receipt of a notice that Canada or Quebec shall provide to the other Parties. As mentioned in the Preamble, the Parties concur that this provision shall not be interpreted as affecting any of the rights and claims of the Naskapis or of the Municipality in regards to the financial obligation of Canada and of Quebec pursuant to the provisions of section 13 of the NEQA.

4.4.3 If, following the receipt of a notice with regards to a contribution reduction, the Municipality is of the opinion that it can no longer meet its obligations under this Agreement, it may, upon providing written notice to Canada and Quebec, terminate this Agreement thirty (30) days following the receipt of the notice by Canada and Quebec.

4.4.4 The Municipality agrees to declare, in writing, within thirty (30) days of the effective date of this Agreement, all amounts owing to Canada or Quebec under any agreement or legislation. The Municipality agrees that such amounts can be offset through the contributions provided by Canada and Quebec under this Agreement.

4.5 UNEXPENDED FUNDING, CARRY-OVER AND DEFICIT

4.5.1 The carryover of unexpended funding is subject to following terms and conditions:

- a) any unexpended funding, to a maximum of twenty percent (20%) of the annual contribution, remaining at the end of a fiscal year may be carried over to the next fiscal year upon request in writing by the Municipality to Canada and Quebec, without affecting the level of the payments by Canada and Quebec under this Agreement for that subsequent Fiscal Year;
- b) any unexpended funding, to a maximum of twenty percent (20%) of the annual contribution, remaining at the end of the last Fiscal Year covered by this Agreement may be carried over to the first Fiscal Year of the subsequent agreement, with the written approval of Canada and Quebec, without affecting the level of the payments by Canada and Quebec under this Agreement for that subsequent Fiscal Year;
- c) any unexpended funding remaining upon expiry of this Agreement, unless renewed, constitutes a debt due to Canada and to Quebec and shall be reimbursed to Canada and Quebec in proportion to their initial contributions as set out in paragraph 4.2.2;
- d) the request shall describe how the Municipality plans to use the unexpended funding and include any information required by Canada and Quebec, and shall be presented in accordance with their requirements (see Schedule "B" - Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding); and
- e) unexpended funding carried over in this manner shall be used exclusively to deliver the agreed policing services in the Community. Such unexpended funding shall be clearly identified in the financial reports provided by the Municipality.

4.5.2 At the end of each fiscal year, any deficit remains the responsibility of the Municipality and cannot be carried forward to the next fiscal year.

4.6 ALLOCATION OF EXPENSES AND ADMISSIBLE COSTS

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

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

4.6.2 The Parties agree that only the expenses covered under paragraph 4.6.1 are admissible under this Agreement.

4.7 DECLARATIONS OF THE MUNICIPALITY

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

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

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

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

4.8 MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS

4.8.1 The Municipality shall:

- a) allow Canada and Quebec to access activity sites and its place of business and make available to them any supporting documentation, files, records or other documents at their request.
- b) maintain separate accounting records or a separate chart of accounts clearly identifying revenues and expenses related to the operations of the Naskapi Police Force;
- c) maintain accounting records with respect to the funding provided by Canada and Quebec pursuant to this Agreement in accordance with generally accepted accounting principles as provided in the *Chartered Professional Accountants of Canada Handbook*;
- d) maintain appropriate records related to the use of the funding received from Canada and Quebec pursuant to this Agreement for a given Fiscal Year and conserve and retain such records for a period of five (5) years following the end of that Fiscal Year; and
- e) within four (4) months following the end of each Fiscal Year of this Agreement, provide to Canada and to Quebec an audited financial statement as to the use of the funding received by The Municipality from Canada and Quebec pursuant to this Agreement in that Fiscal Year and prepared by an independent and qualified accountant and containing an auditor's report, a balance sheet, a statement of cash flows plus a revenues and expenditures statement and notes to the financial statements.

4.9 REPORTING AND ACCOUNTABILITY

4.9.1 The Municipality shall, within four (4) months following the end of each fiscal year, provide Canada and Quebec with an annual report of the activities of the Police Force, including the following information:

- a) a description of the Police Force's police and civilian personnel, including an organizational chart;
- b) the Police Force's hiring and training activities;
- c) statistical data on caseload information handled by the Police Force;
- d) activities and programs delivered by the Police Force or in which it is involved, such as school visits, drug education, crime prevention, etc.;
- e) an inventory of vehicles;
- f) a description of the police facility, facility conditions and any improvements or any work carried out over the past year;
- g) statistical data on complaints from the public in regard to the Police Force, including the nature of the complaints;
- h) complete inventory of weapons, including intermediary weapons.

- 4.9.2 Within thirty (30) days following the end of each quarter in a fiscal year, the Municipality shall provide Canada and Quebec with the updated cash flow statement provided for in paragraph 4.3.1, including the income and expense statement for the previous quarter and projections for upcoming quarters, presented in accordance with their requirements.
- 4.9.3 The Municipality shall provide supporting documents requested by Canada and Quebec for the financial statement provided for in paragraph 4.9.2 or the cash flow statement provided for in paragraph 4.3.1, within the time frames set out in these sections for the production of financial statements and the cash flow statement.
- 4.9.4 The Municipality shall provide Canada and Quebec with any additional information that may be sought that Canada and Quebec deem necessary for the purposes of this Agreement.

4.10 OVERPAYMENT

- 4.10.1 The Municipality is deemed to have received an overpayment of contributions provided by Canada and Quebec under this Agreement in the following circumstances:
- a) sums were paid to the Municipality but remained unexpended by the end of the last fiscal year covered by the Agreement or the date of termination of this Agreement;
 - b) The Municipality's financial statements, audited by an independent certified accountant, have been completed and an overpayment has been identified as a result of inadmissible expenditures or costs;
 - c) Canada or Quebec carries out a financial analysis or audits the financial statements of the Municipality and an overpayment is identified as a result of inadmissible expenditures or costs;
 - d) for any other reason, the Municipality was not entitled to the contributions, or Canada and Quebec determine that the sums paid exceed the amount to which the Municipality was entitled.
- 4.10.2 The Municipality recognizes that an expenditure or cost may be deemed inadmissible where there is no related invoice, receipt or other supporting document or where, in the opinion of Canada or Quebec, the expenditure or cost cannot be substantiated.
- 4.10.3 Any overpayment is then considered a debt to Canada and Quebec, at their respective rate of funding, and due by the Municipality. The overpayment shall be repaid to them no later than thirty (30) days following the date of receipt of notice from Canada or Quebec. If, however, the overpayment has been identified in the audited financial statement, as set out in paragraph 4.8.1, then the due date for the reimbursement shall be the date of the submission to Canada and Quebec of the audited financial statement.
- Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Quebec shall be made to the Minister of Finance of Quebec.
- 4.10.4 Any unexpended funding may be offset by reducing any other contributions made by Canada and Quebec.

4.11 INTEREST CHARGES

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

4.12 AUDIT BY CANADA OR QUEBEC

- 4.12.1 The Municipality agrees that Canada or Quebec may appoint independent auditors, at their expense, during the term of this Agreement and within five (5) years following the expiry or termination thereof to review the records maintained by the Municipality in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by Canada and Quebec and the consistent application of generally accepted accounting principles in the maintenance of financial records.
- 4.12.2 The Municipality shall provide independent auditors with access, without charge, to the facilities during regular business hours within seventy-two (72) hours after receiving written notification and shall make available to them any supporting document, record, register or other document when requested. The Municipality shall provide the independent auditors with copies of records and registers when requested, without charge.
- 4.12.3 The results of audits performed by Canada may be made available to the public through posting on the Public Safety Canada Internet site (<http://www.publicsafety.gc.ca>).
- 4.12.4 The objective of an audit pursuant to paragraph 4.12.1 of this Agreement is to review the records maintained by The Municipality for the Fiscal Year to which the audit pertains in regard to the use of the funding provided to it by Canada and Quebec pursuant to this Agreement in order to verify compliance with the provisions of this Agreement, including the sound management of the funding provided and the consistent application of generally accepted accounting principles in regard thereto.

4.13 ASSIGNMENT AND SUBCONTRACTING

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

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

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

PART V GENERAL PROVISIONS

5.1 DIRECT OR INDIRECT BENEFITS

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

5.2 LOBBYING

The Municipality confirms that no persons carrying out lobbying under the meaning of the *Lobbying Act*, R.S.C. 1985, c. 44 (4th Supp.), and the *Lobbying Transparency and Ethics Act*, CQLR, chapter T-11.011, were involved in negotiating or securing this Agreement and certifies that no commission or contingency fees have been paid or are payable, directly or indirectly, to any third party by The Municipality in regards to the negotiation or obtaining of this Agreement. If this certification is false, Canada and Quebec may recover by way of deduction from their share the full amount of the contingency fee.

5.3 ETHICS, PROFESSIONAL CONDUCT AND CONFLICT OF INTEREST

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

5.4 NO PARTNERSHIP

5.4.1 The Municipality shall not represent itself, in an agreement with a third party or otherwise, as being an associate, partner, joint-venturer, agent or employee of Canada or Quebec as a result of this Agreement. Canada and Quebec have no responsibility for fulfillment of any obligation into which the Municipality may enter into as a result of this Agreement, including, without limitation, any loan, capital lease or other long-term obligation.

5.4.2 It is agreed that personnel employed as a result of this Agreement are and shall remain persons providing services to the Municipality, and nothing in this Agreement is to be read or construed as conferring upon the Municipality or its members, officers, employees, agents or contractors the status of officer, employee, servant or agent of Canada or Quebec or the status of a person acting in a partnership or a joint venture with Canada or Quebec.

5.4.3 The Municipality shall include in employment contracts with its police and civilian employees a clause stating that these employees acknowledge they are not engaged as employees or agents of Canada and/or Quebec.

5.5 INDEMNIFICATION

5.5.1 The Municipality shall indemnify and save harmless Canada and Quebec and their respective employees and agents and take up their defence from and against all claims, losses, damages, costs, expenses or actions, existing or future, arising from injury, death or property damage caused by any act, omission or delay or negligence on the part of the Municipality or its employees or agents in carrying out this Agreement. Such indemnity shall survive the termination

or expiry of this Agreement for matters that occurred prior to the termination or expiry of this Agreement.

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

5.6 DISCLOSURE

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

PART VI FINAL PROVISIONS

6.1 ACCOUNTABILITY OF THE MUNICIPALITY

The Municipality 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 Municipality shall, at all times, ensure that all the obligations under this Agreement are fulfilled.

6.2 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.

Any delays beyond the dates fixed in this Agreement for the carrying out of the provisions of this Agreement may be extended by mutual consent of the Parties subject to the required authorizations.

6.3 LIAISON COMMITTEE

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

6.4 DEFAULT

6.4.1 A default may be declared under this Agreement if any of the following events occur:

- a) The Municipality is in default with any terms, conditions, or other obligations contained in this Agreement for which it has responsibility;
- b) following an investigation held pursuant to the *Police Act*, it is found that the Municipality is not providing adequate police services, and that the corrective measures ordered by Quebec is not implemented within the time indicated by Quebec; or
- c) The Municipality has submitted false or misleading information to Canada and/or Quebec or has made a false or misleading representation in respect to any matter related to this Agreement, other than an error made in good faith.

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

- a) reduce the contribution paid to the Council;
- b) suspend any payment; or
- c) terminate the Agreement in accordance with the terms set out in subsection 6.6.

- 6.4.3 Where there is such default, Canada or Quebec shall provide the other Parties with written notice indicating the said default and setting out their intention, to exercise the rights under paragraph 6.4.1, if the Municipality does not remedy the default within thirty (30) days.
- 6.4.4 Canada and Quebec shall not be considered as having waived a remedy or a right under this Agreement other than by written notice to all Parties to this effect. The fact that Canada or Quebec refrains from exercising a remedy or any right under this Agreement or other applicable law shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on Canada or Quebec shall not prevent Canada or Quebec in any way from later exercising any other remedy or right under this Agreement or other applicable law.
- 6.4.5 In the event that pursuant to paragraph 6.4.1 of this Agreement, Canada and Quebec shall suspend their respective payments to The Municipality pursuant to this Agreement or terminate this Agreement, then Canada and Quebec will provide alternative means to ensure the funding of the police services.

6.5 DISPUTE RESOLUTION

- 6.5.1 The Parties undertake to foster the resolution of disputes arising from the interpretation or application of this Agreement in a spirit of conciliation, cooperation and harmony.
- 6.5.2 In the event of a dispute, any Party may refer the matter at issue in writing to the Liaison Committee so that the Liaison Committee can endeavour to resolve the matter within sixty (60) days. To assist it in resolving the dispute, the Committee may seek the services of a third party in order to obtain advice and counsel. Any costs shall be shared equally by the Parties.
- 6.5.3 If the Liaison Committee is unable to resolve the dispute within sixty (60) days, it shall inform the Parties that they are to be heard and allow them to make representations. Any Party may then submit the matter to a court of competent jurisdiction unless one of the Parties chooses to terminate the Agreement in accordance with subsection 6.6.

6.6 TERMINATION

- 6.6.1 This Agreement may be terminated at any time, by any Party, even if there is no default committed by another Party;
- 6.6.2 The termination shall take effect thirty (30) days upon receipt of the notice that one Party informs the other Parties.

6.7 OBLIGATIONS OF THE MUNICIPALITY IN THE EVENT OF TERMINATION OR NON-RENEWAL OF THE AGREEMENT

- 6.7.1 Upon termination or expiry of this Agreement, if it is not being renewed, the Municipality shall:
- a) provide Canada and Quebec with a complete inventory of weapons of the Police Force, including intermediary weapons;
 - b) remit immediately to the SQ weapons belonging to the Police Force, including intermediary weapons, as well as all documents, files, evidence and seized weapons or weapons under the control of the Police Force, including intermediary weapons;

- c) ensure that weapons belonging to the Police Force, including intermediary weapons, in accordance with the applicable statutes and regulations, are sold to another Police Service or destroyed in a timely manner;
- d) sell at market value, all other material and equipment acquired with funds provided under this Agreement;
- e) pay all the amounts due for goods and services provided under this Agreement before its termination or expiry;
- f) reimburse Canada and Quebec their share of contributions paid but not spent, in proportion to their initial contributions, within thirty (30) days following the termination or expiry of this Agreement;
- g) reimburse, when applicable, Canada and Quebec any other funds due to them under this Agreement in accordance with the terms and conditions covering each of these sums; and
- h) conclude immediately with the police service replacing the police Force funded under this Agreement, an occupancy agreement for the police facility referred to in paragraph 3.1.1, or, if this police service does not require this police facility and it is funded under this Agreement or a previous Agreement, sell the police facility in accordance with the terms and conditions set out in subsection 3.3.

6.7.2 The proceeds of the sale of any material and equipment shall be considered as an amount owing to Canada and Quebec in proportion to their respective initial contributions and shall be reimbursed no later than thirty (30) days following the transaction date.

Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Quebec shall be made to the Minister of Finance of Quebec.

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

6.8 CARRYING OUT CERTAIN OBLIGATIONS

The obligations and the provisions set out in subsections 1.2, 1.4, 4.9, 4.10, 4.11, 4.12, 5.4, 5.5, 5.6, 6.1 and 6.6 will continue to be in effect beyond the termination or expiry of this Agreement.

6.9 NOTICE

- 6.9.1 Any notice, request, information or any other document referred to this Agreement shall be sent in writing or by any method of telecommunication, and unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

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

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

For the Municipality: Naskapi Village of Kawawachikamach
To the attention of: Mayor Noah Swappie
1009 Naskapi Road
Kawawachikamach, QC G0G 2Z0
Fax: 418 585-3130
Email: kawawa@naskapi.ca

Notices, requests, and documents are deemed to have been received if sent by registered mail when the postal receipt is acknowledged by the other Party, by facsimile or electronic mail when transmitted and receipt is confirmed, and by messenger or specialized courier agency when delivered.

- 6.9.2 A Party may change its postal address, email address or fax number by giving a written notice of the change to other parties.

6.10 DURATION OF AGREEMENT

6.10.1 This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from April 1st, 2018 to March 31st, 2023 unless it is terminated in accordance with subsection 6.6.

6.10.2 No later than a year before the end of this Agreement, the Parties shall meet in order to negotiate a successor agreement to this Agreement.

6.10.3 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31, 2023, to maintain the provisions of this Agreement, these provisions, except the sections regarding funding in Part IV, shall remain in force until a new agreement on the provision of policing services is entered into. Nonetheless, if such a new agreement is not entered into before March 31, 2024, the provisions of this Agreement will expire.

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

FOR THE MUNICIPALITY,



THE MAYOR

July 5, 2018

Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,



DIRECTOR GENERAL, PROGRAMS
PUBLIC SAFETY CANADA

JUN 07 2018

Signed on

6.10 DURATION OF AGREEMENT

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

FOR THE MUNICIPALITY,

THE MAYOR

Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

DIRECTOR GENERAL, PROGRAMS
PUBLIC SAFETY CANADA

Signed on

FOR THE GOVERNMENT OF QUEBEC,

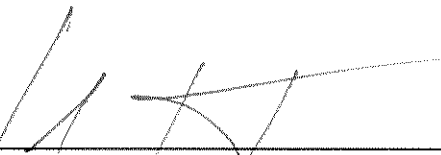


THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

June 29, 2018

Signed on

and



THE MINISTRE RESPONSABLE DES
RELATIONS CANADIENNES ET DE LA
FRANCOPHONIE CANADIENNE

12/7/18

Signed on

and

THE MINISTRE RESPONSABLE DES AFFAIRES
AUTOCHTONES

Signed on

FOR THE GOVERNMENT OF QUEBEC,

THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

Signed on

and

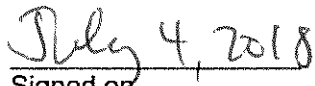
THE MINISTRE RESPONSABLE DES
RELATIONS CANADIENNES ET DE LA
FRANCOPHONIE CANADIENNE

Signed on

and



THE MINISTRE RESPONSABLE DES AFFAIRES
AUTOCHTONES



Signed on

**SCHEDULE « A »
Budget**

Revenues for Fiscal Year 2018-19

Interim Agreement on the provision of the police services in the Naskapi Village of Kawawachikamach
from April 1st, 2018 to March 31st, 2023

Government Funding	Amount
Public Safety Canada	\$793,000.00
Government of Quebec	\$732,000.00
Subtotal – Cash	\$1,525,000.00
Total Government Funding	\$1,525,000.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$1,525,000.00

Eligible Expenses for Fiscal Year 2018-19

Interim Agreement on the provision of the police services in the Naskapi Village of Kawawachikamach
from April 1st, 2018 to March 31st, 2023

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	Total
Administrative expenses	\$79,300.00	\$73,200.00		\$152,500.00
Employee Travel	\$38,480.00	\$35,520.00		\$74,000.00
Insurance	\$4,420.00	\$4,080.00		\$8,500.00
IT and Communication Equipment	\$10,400.00	\$9,600.00		\$20,000.00
Pay and benefits	\$423,800.00	\$391,200.00		\$815,000.00
Police Equipment	\$23,400.00	\$21,600.00		\$45,000.00
Police facility cost	\$33,020.00	\$30,480.00		\$63,500.00
Police Governance	\$5,200.00	\$4,800.00		\$10,000.00
Prisoners's Keep and Escort Expenses	\$26,000.00	\$24,000.00		\$50,000.00
Professional fees	\$3,900.00	\$3,600.00		\$7,500.00
Rent subsidies for housing of officers	\$49,920.00	\$46,080.00		\$96,000.00
Training and recruitment	\$35,360.00	\$32,640.00		\$68,000.00
Transportation expenses and related equipment	\$59,800.00	\$55,200.00		\$115,000.00
Subtotal – Cash	\$793,000.00	\$732,000.00	\$0.00	\$1,525,000.00
Total Expenditures:	\$793,000.00	\$732,000.00	\$0.00	\$1,525,000.00

Cash: actual dollar value or revenues/funding received

SCHEDULE « B »
Request and approval form for carryover of unexpended
funding and reallocation of funding

REQUEST AND APPROVAL FORM FOR CARRYOVER OF UNEXPENDED FUNDING AND REALLOCATION OF FUNDING

Agreement title: _____ Request Date: _____
 Recipient name: _____
 Agreement start date: _____ Agreement end date: _____

SELECT THE OBJECTIVE OF YOUR REQUEST BY CLICKING ON THE APPROPRIATE CHECKBOX BELOW :

- Carryover of unexpended funding for use in the following fiscal year
- Reallocation of funds between eligible cost categories
- Reallocation of funds to a new eligible cost category
- Reallocation of funds after the removal of an eligible cost category

Revenue sources	Approved budget for 20XX-20XX	Unexpended amounts to carryover	Reallocated amounts	Forecasted budget for 20XX-20XX
Contribution of Canada				
Contribution of the Province				
Total Revenue	\$0,00	\$0,00	\$0,00	\$0,00
%(Canada)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
%(province)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Proposed eligible cost categories*				
Salaries and benefits				
Administrative expenses				
Police equipment				
Transportation expenses				
Information technology & communications equipment				
Training and recruitment expenses				
Police facility costs				
Insurance				
Legal costs				
Professional and consulting fees				
Expenses for evaluation of activities of police service				
Total eligible proposed costs	\$0,00	\$0,00	\$0,00	\$0,00

*unfunded categories may be included

JUSTIFICATION: TO BE COMPLETED BY THE RECIPIENT ONLY

Briefly justify the reasons for the carryover of the unexpended funding to the next fiscal year and for the reasons for the reallocation of funding between existing eligible cost categories including the removal and/or the addition of new eligible cost category as per the FNPP Terms & Conditions:

Submitted by: _____ Signature: _____ Date: _____
Print name and title

FOR DEPARTMENTAL USE ONLY

Program Officer Recommendation:

 Program Officer's name: _____ Date: _____

Approved by: _____ Signature: _____ Date: _____
 (APD RCM) Print name

FOR THE PROVINCE USE ONLY

Approved by: _____ Signature: _____ Date: _____
Print name and title

SCHEDULE C

Due Dates

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

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

SCHEDULE « D » Cash Flow Statement

Line Item/Category (Project Name and Region - only)	Required Data												Type of Funding		Fiscal Year			
	Confirmed REVENUES				Confirmed REVENUES				Confirmed REVENUES				Confirmed REVENUES		Confirmed REVENUES		Confirmed REVENUES	
	Forecasted Revenue	Actual Expenditures	Quantity Payable	Actual Expenditures	Forecasted Revenue	Actual Expenditures	Quantity Payable	Actual Expenditures	Forecasted Revenue	Actual Expenditures	Quantity Payable	Actual Expenditures	Forecasted Revenue	Actual Expenditures	Quantity Payable	Actual Expenditures	Forecasted Revenue	Actual Expenditures
REVENUES																		
Funding Sources																		
Public Safety Capital Funding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other (Government/State/Local/Non-Profit)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Sources of Funding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total approved revenue and salary from fund type	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Approved Funding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EXPENDITURES																		
Expenditure Categories as identified in Program Terms and Conditions																		
Personnel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Materials	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Information Technology	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

SCHEDULE G

Regulation on Internal Discipline

Naskapi Police Force

***Code of Ethics
And
Discipline***

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1. Introduction

Notwithstanding the mandate of the Québec Commissioner of Police Ethics on matters pertaining to the ethics of on duty policemen, the Naskapi Village has developed a Code of Ethics and Discipline that will be applicable to all First Nation Police Constables, both on and off duty.

- 1.1. The provisions of this Code are intended to promote the maintenance of discipline and ethics required by Naskapi Police Constables while simultaneously respecting the rights of all individuals concerned.
- 1.2. The Code is also intended to promote an awareness amongst Constables of the need for them to conduct themselves in a manner that is appropriate for Naskapi Police Constables and of the obligation placed on them to refrain from reprehensible actions.

NOTE: The appropriate authorities responsible for the Naskapi Police Force must give priority to any complaint concerning the conduct of its' Constables towards members of the Community. Such a complaint comes under the jurisdiction of the Québec Commissioner of Ethics.

2. Breaches of Discipline

- 2.1. Any failure or omission related to a duty, conduct or an obligation imposed by this Code constitutes a breach of discipline and renders the Constable liable to a disciplinary sanction.
- 2.2. A Constable may be the subject of a complaint notwithstanding the fact that he has been either acquitted or convicted of an offence in respect of which the facts giving rise to an accusation are the same as those upon which the disciplinary charge is based.
- 2.3. A disciplinary charge may be brought against a Constable only within twenty-four (24) months of the time when the breach was committed, except when the latter constitutes an indictable offence.

3. Overview

- 3.1. The Naskapi Police Director must ensure that adequate discipline and good working conditions prevail in respect of all police operations.
- 3.2. The provisions of this Code are applied not only for purposes of sanctioning a Naskapi Police Constable who is found guilty of a breach of discipline but, more significantly, as a means of rectifying a situation.
- 3.3. Corrective measures should only be imposed once every effort has been made to uncover the truth. Thus all Naskapi Police Constables have a moral duty to disclose information which they may have in their possession. Once all the data has been gathered, they are analyzed to gain a complete appreciation of all the circumstances surrounding the breach. Any corrective measures as might be imposed must reflect the seriousness of the breach which has occurred and be proportionate relative to sanctions which may have been previously applied in respect of similar breaches. Factors to be considered in this regard include, but are not necessarily limited to:
 - the circumstances surrounding the event;
 - the Constable's previous disciplinary record;
 - the Constable's performance appraisal (evaluation).
- 3.4. In the event of a major breach of discipline in regard to this Code, and when it can be justified by virtue of the seriousness or the circumstances surrounding the breach, the Naskapi Police Constable should be suspended by the Police Director pending the conclusion of the investigation.

NOTE: A suspended Constable has thirty (30) days in which to submit a written appeal to be heard by a panel of the Naskapi Village Council.
- 3.5. In the event the major breach referred to in section 3.4. involves the Police Director, the local Council may suspend that individual with pay, appoint a temporary replacement and request the First Nation Police Portfolio to conduct a hearing.
- 3.6. Naskapi Police Constables who have been suspended from their duties must surrender all documents, equipment items and keys to the Police Director. Failure to return material to the Naskapi Police Force shall result in a request being submitted by the Police Director to the Finance Department to withhold the equivalent value from monies owed. If a Constable is subsequently reinstated, the equipment will be re-issued to him/her.

4. Standards of Conduct and Obligations of Naskapi Police Constables

4.1. Naskapi Police Constables must respect their oath of office and exercise discretion in the performance of their duties. More specifically, the duties of the job should be carried out according to the demeanour and manner of comportment herein described:

4.1.1. Orders and instructions received from superiors must be promptly obeyed;

4.1.2. Duties must be accomplished conscientiously, diligently and efficiently;

4.1.3. Naskapi Police Constables must be honest in the performance of their duties;

4.1.4. Naskapi Police Constables must, at all times, demonstrate dignity and avoid any comportment tending to undermine the confidence or consideration which the duties require, nor to take any action which might compromise the efficiency or damage the image of the Naskapi Police Force.

4.2. **Naskapi Police Constables must not:**

4.2.1. Use information obtained in the course of performing his/her duties for personal ends or for the purpose of gaining an advantage or making a profit;

4.2.2. Cancel, destroy or alter any official document obtained or written for the Naskapi Police Force unless authorized to do so;

4.2.3. Make statements or reveal information on police investigations or activities to persons other than those authorized by the Police Director or by law; **This includes social networks such as "Twitter, Facebook , etc**

4.2.4. Refuse to be accountable to the Police Director in respect of all activities performed in the capacity of a Naskapi Police Constable;

4.2.5. Refuse or fail to perform duties, including being elsewhere than where he/she was assigned;

4.2.6. Adopt a disrespectful or impolite attitude towards his/her superiors or towards members of the Community;

4.2.7. Be absent from Court without just cause when called as a witness;

- 4.2.8. Depart from work schedule without permission;
- 4.2.9. Make a false statement in an attempt to extend a holiday, traditional leave or simply to be off work;
- 4.2.10. Fail to advise superior promptly of any information acquired pertaining to the commission of a crime;
- 4.2.11. Show negligence or carelessness in the performance of the work;
- 4.2.12. Neglect to take care of assigned equipment;
- 4.2.13. Use or authorize the use of a vehicle or any other property of the Naskapi Police Force for personal or unauthorized purposes;
- 4.2.14. Lend, sell or give a piece of uniform or equipment supplied by the Naskapi Police Force to anyone, without the authorization of the Police Director;
- 4.2.15. Claim for the reimbursement of expenses that were not incurred or for time which was not worked;
- 4.2.16. Fail or neglect to report or return, without delay, any sums of money or goods received by him/her in the capacity of a Naskapi Police Constable;
- 4.2.17. Present or sign any document knowing it to be false or inaccurate;
- 4.2.18. Fail to advise the Police Director the moment he/she learns that he/she is the subject of a criminal prosecution;
- 4.2.19. Fail to advise the Police Director, in writing, once he/she has been advised that a colleague has transgressed the Code of Ethics of Québec Police Officers;
- 4.2.20. Fraternize with persons whom are known, or should be known, to have a criminal reputation, nor to frequent places so reputed;
- 4.2.21. Engage in business or activity outside normal working hours which is of a nature that might compromise his/her independence, or that of the Naskapi Police Force, or which might affect job performance; Any business related activities must first have the approval of the Police Director;
- 4.2.22. Place himself/herself in any position of conflict of interest;
- 4.2.23. Buy, transport, consume or sell any alcoholic beverages while on duty or in uniform, unless authorized to do so;

- 4.2.24. Use the position of a Naskapi Police Constable for personal ends or advantages or for the advantage of someone else;
- 4.2.25. Violate any law or Band Resolution, which the Naskapi Police Force is charged with the responsibility of enforcing;
- 4.2.26. Dress in a negligent manner or have a neglectful attitude (such as sleeping) while on duty or in uniform.

5. Levels of Disciplinary Authority

There are three (3) levels of disciplinary authority, namely the Police Director, the Naskapi Village Council and the Québec Commissioner of Police Ethics.

5.1. Police Director

The Police Director has the authority to conduct an investigation into the breach of discipline, obtain the Constable's statement if one is given, and can take disciplinary action up to a maximum of ten (10) days of suspension in respect of **all** charges laid.

5.2. The Naskapi Village Council

The mandate of the Naskapi Village Council is extremely important. The essential characteristics of the mandate are set out below:

- to conduct a hearing on those occasions where the Police Director is of the view that the nature of the breach warrants a sanction greater than the ten (10) day suspension which he is authorized to impose;
- to conduct a hearing whenever any Naskapi Police Constable has appealed the sanction given by the Police Director;
- to conduct a hearing whenever a serious complaint has been lodged against the Police Director.

5.3. The Québec Commissioner of Police Ethics

This Commission conducts hearings with representation from the Naskapi Village Council, whenever the matter involves the ethics of an **on duty** policeman.

6. Disciplinary Procedure

6.1. Disciplinary Complaint

6.1.1. Any complaint against a Naskapi Police Constable must be submitted to the Police Director;

6.1.2. Upon receipt of a complaint, the Police Director shall:

- conduct a preliminary assessment to determine whether there is any foundation to the complaint;
- delegate a person to investigate the complaint;
- upon receipt of the ensuing investigation report, and depending on the factual evidence uncovered, decide whether to:
 1. reject the complaint if it is considered to be frivolous or without foundation; or
 2. charge the Naskapi Police Constable on disciplinary grounds before himself/herself or the Naskapi Village Council, depending on the seriousness of the breach;

6.1.3. Following the examination of a complaint, the Police Director may, in the interest of either the Community, the Naskapi Police Force or the Constable in question, make written recommendations aimed at fortifying the Constable's sense of professional conscience and integrity or with a view to preventing the commission of another breach of discipline. If this written recommendation does not contain a warning, it shall not be considered to be a disciplinary measure. It shall, however, be placed on the Constable's personal file.

6.1.4. Following the examination of a complaint and after further investigation taking into account the Naskapi Police Constable's own attitude, the Police Director may:

- request the Constable to undergo a medical examination;
- schedule further training or recycling at the Police Academy or elsewhere;
- assign the Constable to other duties or, if serious enough, advise the Naskapi Village Council that the Constable has been suspended.

NOTE: The suspended Constable has thirty (30) days in which to appeal the suspension to the Naskapi Village Council.

6.2. Procedure Before the Police Director

In situations (see section 6.1) where the Police Director has analyzed the complaint, had it investigated and has reached a decision to charge the Naskapi Police Constable the procedures enumerated below must be followed.

6.2.1. The Constable must be made aware, in writing, of the precise charge(s) that are being brought against him and must be informed of the nature of the sanction being considered by the Police Director;

6.2.2. Depending on the severity of the sanction, the Constable may:

- A. enter a plea of guilt and sign, within a period of five (5) working days, the charges as laid;
- B. request the Police Director to call in more witnesses if he/she believes that the entire truth has not yet emerged and request an immediate hearing for this purpose;
- C. decide to wait for the Police Director to hand down the written sanction and subsequently appeal to the Naskapi Village Council within the prescribed thirty (30) day period.

6.2.3. In the event the Constable chooses option B and wants the proceedings to take the form of a hearing, it is presided over by the Police Director who designates another Constable to prosecute the case.

NOTE: Option B is only available to Constables whose breaches involve sanctions of ten (10) days or less. The decision flowing from the ensuing hearing cannot be appealed.

6.2.4. The hearing is conducted in accordance with the following rules of procedure:

- the disciplinary charge is read to the Constable;
- the respondent Constable enters his/her plea;
- all relevant and pertinent information as is necessary for the truth to emerge is allowed to be entered;
- the respondent Constable is allowed to be heard, call witnesses and to have a colleague act as his counsel.

6.2.5. The Police Director requests all witnesses to make a solemn declaration as to the truthfulness of the information, which they are about to relate and all proceedings are recorded. The Police Director writes a report on the offence and the disciplinary measure imposed. This is placed on the Constable's personal file.

6.2.6. Following the hearing, the Police Director has the authority to impose:

- A. a warning;
- B. a reprimand;
- C. a disciplinary sanction without pay for a period not exceeding ten (10) days;
- D. the cancellation of a traditional leave.

NOTE: In the event the breach of discipline is sufficiently serious, the Police Director does not conduct the hearing but refers the entire matter to the Naskapi Village Council. For an extremely serious matter, the Police Director can dismiss a Constable who then has thirty (30) days in which to appeal the dismissal to the Naskapi Village Council.

6.3. Police Director

All disciplinary matters pertaining to the Police Director are referred to the Naskapi Village Council for hearing and subsequent action.

6.4. Naskapi Village Council

Whenever it is practical to do so, the Naskapi Village Council holds its' hearings within the Community of Kawawachikamach. In an endeavour to provide as open a forum as possible, hearings are open to the public, unless the Council is of the view that in camera hearings are necessary in the interests of maintaining public order and morality, and so orders. The procedures followed by the Council are set out below:

6.4.1. In the event a Constable or the Police Director, who has been summoned to appear before the hearing panel, is absent from the hearing without just cause or if that person leaves the hearing room, the case may be heard in his/her absence.

6.4.2. During the course of the hearing, the Council will:

- A. read the charge to the Constable or Police Director;
- B. allow the person charged the opportunity to alter his/her plea;
- C. allow the prosecution to describe the alleged breach of discipline and to submit evidence and bring forward witnesses;
- D. allow the person charged the opportunity to present a full and complete defence;
- E. accept any evidence which the Council members consider to be relevant and appropriate to ensure disclosure of the truth;
- F. allow the Constable or Police Director charged to have the right to be assisted by a colleague or lawyer.

NOTE: The previous breaches of conduct (if any) of a Constable or Police Director are not revealed to the Naskapi Village Council prior to its' having rendered a verdict of innocence or guilt in respect of the matter that is currently under review.

6.4.3. In the event the Naskapi Village Council has declared the Police Director or Constable to be innocent of the allegations brought against him/her the matter is closed and all parties are informed of the decision.

6.4.4. In the event the Naskapi Village Council comes to the conclusion that the Police Director or Constable is guilty of the breach of conduct or that the disciplinary action stemming from section 6.2.6. is inadequate, it shall:

- A. allow the defence and the prosecution to make representations concerning the potential sanction;
- B. ensure that the disciplinary action to be taken is proportionate to the nature of the breach of conduct that has occurred;
- C. render any one of the following types of rulings:
 - counselling;
 - reprimand;
 - warning;
 - suspension (without pay);
 - demotion;
 - dismissal.

SCHEDULE H

Model for Provisions Applicable to Criminal Allegation Cases

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

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

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

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

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

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

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

SCHEDULE I Police Tasks

The following tasks describe the services to be provided by the Naskapi Police Force:

Description of Tasks	NPF
Policing	
Patrol	x
Answering calls and enforcement of laws and regulations	x
Guarding detainees in cells in the Police Station in Kawawachikamach	
Transportation of detainees to Sept-Iles	x
Prevention	x
Crime scene protection	x
Hostage taking or sniper (preliminary validation and security perimeter)	x
Investigations	
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
Hit and run	x
Human deaths: (5)	x
Disappearances	x
Support Services	
Crime analysis	x
Crime scene dusting and photography	x
Criminal intelligence	x
VICLAS	x
Detention	x
Custody of exhibits	x
Court liaison and security	x
DNA	x
Warrant, subpoena and summons' 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
Community-based Policing	
Refer to the Community-based Policing approach developed by The Municipality	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 NPF
- (4) Cheques only
- (5) If not suspicious

