

**AGREEMENT ON THE PROVISION OF POLICING
SERVICES IN THE COMMUNITY OF AKWESASNE FOR THE
PERIOD FROM APRIL 1, 2018 TO MARCH 31, 2020**

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Table of Contents

Sections	Page
Preamble.....	4
 PART 1 – INTERPRETATION PROVISIONS	
1.1 Description of this Agreement.....	5
1.2 Declaration of Nullity, Invalidity or Inapplicability by a Competent Court.....	5
1.3 Definition and Legal Scope of this Agreement.....	5
1.4 Purpose of this Agreement.....	6
 PART II – PROVISION OF POLICING SERVICES IN AKWESASNE	
2.1 Legal Authority.....	7
2.2 Transitional Provisions.....	7
 PART III – FACILITY AND EQUIPMENT	
3.1 Police Facility.....	9
3.2 Acquisition of Material and Equipment.....	10
3.3 Disposal of Material and Equipment.....	10
3.4 Insurance and Indemnity.....	11
 PART IV – FUNDING ARRANGEMENTS FOR POLICING SERVICES	
4.1 Information to the Public.....	12
4.2 Funding Amount and Budget.....	12
4.3 Payment Schedule Terms and Conditions.....	13
4.4 Conditions of Funding.....	14
4.5 Unexpended Funding, Carry-Over and Deficit.....	15
4.6 Allocation of Expenses and Admissible Costs.....	16
4.7 Declarations of the Recipient.....	16
4.8 Maintenance of Accounting Records, Financial Files and Documents.....	17
4.9 Reporting.....	17
4.10 Overpayment.....	19
4.11 Interest Charges.....	20
4.12 Audit.....	20
4.13 Assignment and Subcontracting.....	20

PART V – GENERAL PROVISIONS

5.1	Direct or Indirect Benefits.....	21
5.2	Lobbying.....	21
5.3	Ethics, Professional Conduct and Conflict of Interest.....	21
5.4	No Partnership.....	21
5.5	Disclosure.....	22

PART VI – FINAL PROVISIONS

6.1	Accountability of the Council.....	23
6.2	Liaison Committee.....	23
6.3	Amendment.....	23
6.4	Default.....	23
6.5	Dispute Resolution.....	24
6.6	Termination.....	24
6.7	Carrying Out Certain Obligations by the Council in the Event of a Termination or Non-Renewal of this Agreement.....	24
6.8	Carrying Out Certain Obligations.....	25
6.9	Notice.....	25
6.10	Duration of this Agreement.....	26
	Signature Blocks.....	27
	Schedule A Police Service Budget.....	29
	Schedule B Request and Approval Form for Unexpended Funding Deferral and Reallocation of Funding Form.....	30
	Schedule C Due Dates.....	32
	Schedule D Unexpended Funding Statement.....	33
	Schedule E Cashflow Statement.....	34
	Schedule F Band Council's Resolution.....	35
	Schedule G Model for the Regulation on Internal Discipline.....	37
	Schedule H Model for Provisions Applicable to Criminal Allegation Cases.....	38
	Schedule I Agreement on the Provision of Police Services.....	39

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FROM APRIL 1, 2018 TO MARCH 31, 2020**

AMONG:

MOHAWK COUNCIL OF AKWESASNE,
as represented by the Grand Chief
(hereinafter referred to as the "Council")

AND:

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

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO,
as represented by the Minister of Community Safety
and Correctional Services
(hereinafter referred to as "Ontario")

AND:

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

(hereinafter collectively referred to as the
"Parties")

WHEREAS the Parties acknowledge that the Akwesasne community (hereinafter referred to as "Akwesasne") has unique geographic challenges and jurisdictional complexities in that it includes land in Ontario, Quebec, and the State of New York, and has the Canada-United States border passing through the territory;

WHEREAS the Parties agree on the importance for the Council to provide Akwesasne with policing services that are professional, dedicated and responsive to its needs and culture in accordance with the applicable statutes and regulations;

WHEREAS Akwesasne has indicated that it wishes that the Akwesasne Mohawk Police Service (hereafter referred to as "AMPS") continue to be the local police service responsible for maintaining the peace, social order, public security and personal safety at Akwesasne;

WHEREAS Québec and Ontario has indicated their willingness to enter into specific agreements with Akwesasne to ensure AMPS compliance with the provincial policing frameworks;

WHEREAS Canada, Ontario and Québec, while respecting their own jurisdictions, wish to provide a financial contribution for the expenses incurred in order to maintain the AMPS within the territory it shall serve;

WHEREAS, following the Québec decree 462-2018, dated March 28, 2018, Québec agreed to maintain AMPS for the period from April 01, 2018 to March 31, 2019 and confirmed the funding to be paid by Québec for this period;

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 1

INTERPRETATION PROVISIONS

1.1 DESCRIPTION OF THIS AGREEMENT

This Agreement, including the Preamble and Schedules “A” (Police Service Budget), “C” (Due Dates), “G” (Regulation on Internal Discipline) “H” (Provisions Applicable to Criminal Allegation Cases), and “I” (Agreement on the Provision of Police Services) that form an integral part of this Agreement, constitute the entire agreement among the Parties and supersede all previous and subsequent documents, negotiations, understandings and undertakings.

Schedules “B” (Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding), “D” (Unexpended Funding Statement), “E” (Cashflow Statement), and “F” (Band Council’s Resolution), are attached for information purposes only.

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

Should any provision of this Agreement be declared null, void or inapplicable by a court of competent jurisdiction, 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.

1.3 DEFINITION AND LEGAL SCOPE OF THIS AGREEMENT

- 1.3.1 This Agreement shall not serve to recognize, define, affect, limit or create Aboriginal rights or treaty rights. It shall not be interpreted to be an agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982* (R.S.C. (1985) app. II, n. 44).
- 1.3.2 This Agreement shall not serve to create a partnership, an association, a joint venture, or an employer-employee or agency relationship among the Parties.
- 1.3.3 The description of the territorial jurisdiction, set out in paragraph 1.3.4, applies strictly to this Agreement. It is without prejudice to the respective positions of the Council, Canada, Ontario and Québec with regard to Akwesasne’s territorial boundaries.
- 1.3.4 This Agreement applies to the territory over which the Council has jurisdiction and which is known as:

Akwesasne Indian Reserve numbers 15 and 59, also known as the Districts of *Tsi:Snaine*, *Kana:takon*, and *Kawehno:ke*.

In the event that the Parties enter into an agreement resulting in the expansion of Akwesasne’s territory, the Parties agree to discuss the issue and, if necessary, take

appropriate measures through an amendment to this Agreement.

1.3.5 In this Agreement

“**Akwesasne**” means the body of people known as the *Mohawks of Akwesasne* a Band, as defined by section 2 of the *Indian Act*, (R.S.C. 1985, chapter I-5), as represented by its Council; and

“**Police Service**” means the *Akwesasne Mohawk Police Service*, a police service composed of First Nation Constables appointed by the Commissioner of the Ontario Provincial Police under section 54 of the *Police Services Act*, (R.S.O. 1990, chapter P.15) and who have taken the oaths set out in Schedules A and B of the *Police Act*, (CQLR, chapter P-13.1), and the Chief of Police and civilian staff employed under the terms of this Agreement.

- 1.3.6 The Council acknowledges that it is ultimately responsible for the Police Service, although it may delegate the execution of its responsibility to the Police Commission. Funding by Canada, Ontario and Québec does not imply that Canada, Ontario and Québec assume responsibility for the policing services received by Akwesasne.

1.4 PURPOSE OF THIS AGREEMENT

1.4.1 The purposes of this Agreement are:

- a) for the Council to maintain the Police Service to ensure the provision of police services to the Communities, in accordance with the terms of this Agreement; and
- b) to provide a contribution to the Council, by Canada, Ontario and Québec, for the funding of the policing services covered by this Agreement.

PART II

PROVISION OF POLICING SERVICES IN AKWESASNE

2.1 LEGAL AUTHORITY

2.1.1 The Parties acknowledge that:

- a) AMPS shall comply with the provincial framework that applies to policing services in the provinces where AMPS provide police services;
- b) in Ontario, policing services are delivered by police officers appointed as First Nations Constables by the Commissioner of the Ontario Provincial Police under section 54 of the *Police Services Act*;
- c) in Québec, policing services are delivered by police officers who have taken the oaths set out in Schedules A and B of the *Police Act* before the Chief of Police; and
- d) AMPS officers shall be appointed and sworn in by the Chief of Police with the assistance of the Police Commission and Council as required.

2.1.2 The Parties have agreed that:

- a) Ontario and Akwesasne shall, during the term of this Agreement, continue their negotiations with a view to a long-term agreement authorizing AMPS to be the police service of local jurisdiction and ensure that AMPS comply with the provincial policing framework; and
- b) Québec and Akwesasne shall, during the term of this Agreement, continue their negotiations with a view to a long-term agreement authorizing AMPS to be the police service of local jurisdiction and ensure that AMPS comply with the provincial policing framework.

2.2 TRANSITIONAL PROVISIONS

2.2.1 The Parties hereby agree that the substantive policing provisions of the agreement entitled "Agreement on the Provision of Police Services" signed in 2006, attached hereto as Schedule "I," shall continue to apply to the Parties and shall form part of this Agreement until the Parties agreements referred to in paragraph 2.1.2 come into force.

2.2.2 For greater certainty, and without limiting the generality of paragraph 2.2.1, the following substantive policing provisions of the agreement entitled "Agreement on the Provision of Police Services" signed in 2006, attached hereto as Schedule "I", shall apply to this Agreement: the applicable definitions from Article 2, Article 4, Article 6, Article 7, Article 8, Article 9, Article 10, and Article 11.

2.2.3 Provisions incorporated through reference pursuant to paragraph 2.2.2 shall cease to be binding between the provinces and Akwesasne when the agreement pursuant to 2.1.2 is signed between the Provinces and Akwesasne if the agreement is signed before the expiry of this Agreement.

PART III

FACILITY AND EQUIPMENT

3.1 POLICE FACILITY

3.1.1 The Council shall ensure that Akwesasne provides a police facility for the use of the Police Service for the provision of policing services. This facility must include, at a minimum:

- a) sufficient office space for the police and civilian personnel;
- b) a public reception area;
- c) an area for the detention and questioning of persons arrested and related procedures; and
- d) an area for persons arrested to meet with their counsel confidentially.

3.1.2 If rent is charged by a third party for the facility occupied by the Police Service, it shall not exceed what is normally charged and deemed reasonable for the sector in which the police facility is located, in light of the rental market conditions in the sector in question. Prior to modifying the rent, the Council shall provide to Canada, Ontario and Québec, an attestation from a member of the *Appraisal Institute of Canada* confirming the rental value of the rented facility and that the rent to be charged is reasonable with regard to the local market. Internal charges shall be described as police facility costs and not as rent.

3.1.3 Unless an independent fire safety and occupational health and safety inspection has been held within the last three (3) years of this Agreement, the Council shall proceed, within the first year of the effective date of this Agreement, with such an inspection for each facility occupied by the Police Service. The independent inspection shall:

- a) be conducted by a professional who holds the required qualifications, as established by his or her level of education and experience, in order to proceed in a professional manner and in accordance with industry standards;
- b) include a detailed report that is to be submitted by the Council to Canada, Ontario and Québec, outlining the author's qualifications and the findings of the inspection, including but not limited to the determination of compliance with all applicable laws, standards and guidelines; and
- c) focus on compliance with the *National Building Code of Canada 2005* and the *National Fire Code of Canada 2005*, as amended from time to time, and include photographic evidence.

3.1.4 The Council recognizes that subsection 3.1 does not represent a commitment by Canada, Ontario or Quebec to fund the corrective actions required to remedy the deficiencies in the police facility. The Council may, however, rework the Police Service's budget set out in

Schedule "A", as permitted under Part IV of this Agreement, on the condition that these costs are eligible costs.

3.2 ACQUISITION OF MATERIAL AND EQUIPMENT

The Council, further to recommendations from the Chief of Police, shall supply material and equipment needed to provide police services, with the funds provided by Canada, Ontario and Québec and, in regards to firearms, in accordance with the applicable firearms statutes and regulations.

3.3 DISPOSAL OF MATERIAL AND EQUIPMENT

3.3.1 The Council is responsible for the maintenance of material and equipment of the Police Service.

3.3.2 The Council agrees to only 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 Council at fair market value. The proceeds of such sales, should they exceed \$5,000, shall be credited to Canada, Ontario and Québec in proportion to their initial contributions as set out in paragraph 4.2.2. The sum due to Canada, Ontario and Québec can be reimbursed to them:

- a) by 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, Ontario and Québec, 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, reimbursements due to Ontario shall be made to the Minister of Finance and reimbursements due to Québec shall be made to the Ministre des Finances du Québec*); and
- c) if sales of equipment exceed \$5,000, the proceeds do not need to be reimbursed if these proceeds are used towards the acquisition of material and equipment for the provision of police services and are included in the updated cashflow statement.

3.3.4 Upon the expiration or termination of this Agreement, the Council shall dispose of the Police Service material and equipment in accordance with subsection 6.7.

3.4 INSURANCE AND INDEMNITY

- 3.4.1 The Council shall contract and maintain a comprehensive general liability insurance covering the activities of the Council and the Police Service, and its members, its employees, officials and agents assigned to policing activities.
- 3.4.2 This insurance shall offer a protection of 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 Canada, Ontario and Québec with similar coverage and protection to that provided to the other insured parties and beneficiaries.
- 3.4.3 The Council shall contract and maintain insurance coverage of no less than two million dollars (\$2,000,000) for motor vehicles owned, used by or registered to the Police Service.
- 3.4.4 The Council shall provide Canada, Ontario and Québec 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.
- 3.4.5 The Council shall advise Canada, Ontario and Québec, without delay, if the insurer terminates or amends the insurance.
- 3.4.6 The Council shall indemnify and save harmless Canada, Ontario and Québec and their respective employees and agents and take up their defence from and against all claims, losses, damage, actions, causes of actions, costs and expenses or liabilities that may arise directly or indirectly out of any act, omission or delay or negligence on the part of the Council or the Police Service or its members, employees or agents in carrying out this Agreement. Such indemnity shall survive the termination or expiry of this Agreement for matters that occurred prior to the termination or expiry of this Agreement.
- 3.4.7 Canada, Ontario or Québec shall not be responsible for the death, or any bodily or personal injury or property damage of any nature whatsoever that the Council or its members, employees, agents or third parties may suffer or sustain, during the implementation of this Agreement.

PART IV

FUNDING ARRANGEMENTS FOR POLICING SERVICES

4.1 INFORMATION TO THE PUBLIC

4.1.1 The Council hereby agrees that Canada, Ontario and Québec may publicly announce their contribution with respect to funding of policing services in the form of a news release, a press briefing or conference, advertising, or otherwise. The Council shall provide Canada, Ontario and Québec with the required and reasonable assistance that Canada, Ontario and Québec deem necessary for the public announcement.

4.1.2 Unless otherwise stipulated in the requirements for publicly funded advertising, Canada, Ontario and Québec shall ensure that all public announcements of their funding contribution is made at the same time and recognize the contribution of the other Party.

4.2 FUNDING AMOUNT AND BUDGET

4.2.1 The maximum amount of the policing services costs funded by Canada, Ontario and Québec shall be established:

- a) by fiscal year beginning on April 1 of a calendar year and ending on March 31 of the subsequent calendar year; and
- b) in accordance with the budget in Schedule "A" of this Agreement at:

\$3,912,302.65 for fiscal year 2018-2019;

\$4,577,394.09 for fiscal year 2019-2020;

totalling \$8,489,696.74 for this Agreement as a whole.

4.2.2 The annual contributions of Canada, Ontario and Québec shall be established for each fiscal year in accordance with the following ratio: fifty-two percent (52%) for Canada, twenty-four percent (24%) for Ontario, and twenty-four percent (24%) for Québec. For each fiscal year, the respective contributions of Canada, Ontario and Québec shall be:

- a) for fiscal year 2018-2019:
 - \$2,034,397.37 for Canada;
 - \$ 938,952.64 for Ontario;
 - \$ 938,952.64 for Québec;
- b) for fiscal year 2019-2020:
 - \$2,380,244.93 for Canada;
 - \$ 1,098,574.58 for Ontario;

\$ 1,098,574.58 for Québec.

- 4.2.3 The Council shall respect the budget set out in Schedule "A". However, it may reallocate funds between budget items, without authorization or preparing an amended budget, when a reallocation is equal to or less than twenty per cent (20%) of one of the amounts identified under one of the budget items in Schedule A.
- 4.2.4 If the reallocation is higher than the amount 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 Council shall obtain the written authorization of Canada, Ontario and Québec.
- 4.2.5 The Council shall also obtain the written authorization of Canada, Ontario and Québec to carry out a budgetary reallocation when the total reallocation exceeds 20% of the total contribution by Canada, Ontario and Québec 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 Canada, Ontario and Québec (see Schedule "B").
- 4.2.7 Budgetary reallocations shall be clearly identified in the quarterly cashflow statement referred to in paragraph 4.3.1.

4.3 PAYMENT SCHEDULE TERMS AND CONDITIONS

- 4.3.1 At the beginning of each fiscal year, the Council shall prepare a cashflow statement in accordance with the budget submitted in Schedule "A", and shall provide it to Canada, Ontario and Québec, upon the signing of this Agreement for the first fiscal year, or before April 15 of the fiscal year in question for a subsequent fiscal year. The cashflow statement shall be submitted in accordance with the requirements of Canada, Ontario and Québec (see Schedule "E"), and shall be updated biannually, including the statement of revenues and expenditures for the preceding semester and the projections for the future semester. The Council shall include general ledger entries pertinent to the Police Service.
- 4.3.2 The payment schedule for Canada is as follows: for each fiscal year covered by this Agreement, Canada shall pay the Council its annual contribution based on the following terms: fifty percent (50%) of its share in July and October of each fiscal year covered by this Agreement.
- 4.3.3 The payment schedule for Ontario is as follows: for each fiscal year covered by this Agreement, Ontario shall pay the Council its annual contribution based on the following terms: twenty-five percent (25%) of its share on April 1st, July 1st, October 1st, and January 1st of each fiscal year covered by this Agreement.

- 4.3.4 The payment schedule for Québec is as follows: for each fiscal year covered by this Agreement, Québec shall pay the Council its annual contribution based on the following terms: twenty-five percent (25%) of its share by June 1st, August 1st, November 1st, and February 1st of each fiscal year covered by this Agreement.
- 4.3.5 Canada, Ontario and Québec may withhold their share if they have not received the cashflow statement referred to in paragraph 4.3.1 and/or any of the documents referred to in subsection 4.9 within the timeframes established in Schedule "C".
- 4.3.6 If funding has been received by the Council under a previous agreement and not spent, the Council acknowledges that it is owed to Canada, Ontario and Québec.
- 4.3.7 Canada, Ontario and Québec may authorize the Council to retain that amount as partial payment of their respective obligations and thus proportionally reduce their payments.

4.4 CONDITIONS OF FUNDING

- 4.4.1 The contribution of funds made by Canada, Ontario or Québec, under this Agreement, is contingent on:
- a) the existence of the annual appropriation required, granted by Parliament to Canada, 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, chapter F-11); and
 - b) the existence of the annual appropriation required, granted by the Ontario Legislature and the Assemblée Nationale du Québec, to fund Aboriginal policing services for the fiscal year during which the payment of Ontario's and Québec's contributions are 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, Ontario or Québec may reduce their contribution or terminate this Agreement. Such a reduction or termination will take effect 30 days after receipt of a notice that Canada, Ontario or Québec shall provide to the other Parties.
- 4.4.3 In no event shall Canada, Ontario or Québec be required to pay more than the amounts set out in paragraph 4.2.2, unless this Agreement is amended pursuant to subsection 6.3.
- 4.4.4 The payment obligations of Canada, Ontario and Québec are separate and limited to the proportionate share identified in this Agreement. The payment obligations of Canada, Ontario and Québec are contingent upon the continued contribution of the funding, under this Agreement, by the other.
- 4.4.5 If, following the receipt of a notice with regards to a contribution reduction, the Council is of the opinion that it can no longer meet its obligations under this Agreement, it may, upon providing written notice to Canada, Ontario and Québec, terminate this Agreement thirty (30) days following the receipt of the notice by Canada, Ontario and Québec.

4.4.6 The Council declares that it does not owe any money to Canada, Ontario and Québec under any agreement or legislation.

4.5 UNEXPENDED FUNDING, CARRY-OVER AND DEFICIT

4.5.1 The carryover of unexpended funding is subject to the 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 Council to Canada, Ontario and Québec, prior to the end of the current fiscal year, and approved in writing by Canada, Ontario and Québec;
- b) the cumulative unexpended funding established by this Agreement cannot exceed twenty percent (20%) of the current fiscal year contribution amount;
- c) the request shall describe how the Council plans to use the unexpended funding and include any information required by Canada, Ontario and Québec, and shall be presented in accordance with their requirements (see Schedule "D");
- d) unexpended funding carried over in this manner shall be used exclusively to deliver policing services in Akwesasne and, in particular, to continue delivering on FNPP objectives. Such unexpended funding shall be clearly identified in the biannual cashflow statement provided for in paragraph 4.3.1 and the annual audited financial statements provided for in paragraph 4.9.3; and
- e) any unexpended funding remaining upon expiry of this Agreement constitutes a debt due to Canada, Ontario and Québec.

4.5.2 At the end of each fiscal year, any deficit remains the responsibility of the Council and cannot be forwarded to the next fiscal year.

4.5.3 The amounts set out in Schedule "A" shall not cover additional costs incurred in the event of an unforeseeable and exceptional event (including but not limited to health and safety matters and natural disasters), of a temporary nature and which have a significant impact on the Police Service's ability to maintain the peace, social order, public security and personal safety for Akwesasne.

4.5.4 In the event an exceptional circumstance occurs, the Parties agree to discuss the circumstances that have affected the budget shown in Schedule "A". Under these circumstances, should the Parties agree to change the level of funding, these changes shall be made by way of an amendment to this Agreement pursuant to subsection 6.3 or through a separate contribution agreement and cost-shared by Canada, Ontario and Québec at fifty-two percent (52%) for Canada and twenty-four percent (24%) each for Ontario and Québec.

4.6 ALLOCATION OF EXPENSES AND ADMISSIBLE COSTS

The Council, through the Police Commission, shall allocate contributions obtained under this Agreement exclusively to the following expenses:

- 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:
 - a. renovation of an existing police facility;
 - b. onsite construction of a new, permanent police facility; and
 - c. 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.

4.7 DECLARATIONS OF THE RECIPIENT

- 4.7.1 The Council declares that the Budget in Schedule "A" describes all funds from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement.
- 4.7.2 If other funds provided by a federal, Ontario 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, Ontario or 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, Ontario or Quebec is equal to the additional funds obtained. Canada, Ontario 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

The Council shall:

- a) maintain separate accounting records, clearly identifying revenues and expenditures for the provisions of policing services;
- b) maintain financial records with respect to the funds provided under this Agreement in accordance with generally accepted accounting principles as prescribed in the Canadian generally accepted accounting principles for local governments recommended by the Public Sector Accounting Board (PSAB) of the Canadian Institute of Chartered Accountants (CICA), including records of all expenditures made by the Council in relation to policing services and invoices, receipts and vouchers relating thereto;
- c) retain all materials and records relating to this Agreement and upon this Agreement taking effect, for a period of no less than five (5) years following the expiry or termination of this Agreement; and
- d) provide Canada, Ontario and Québec with access to the facilities with 14 business day notice and shall make available to them any supporting documents, books and records, registers or other documents when requested. The Council shall provide Canada, Ontario and Québec with copies of records and registers when requested.

4.9 REPORTING

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

- a) the complement of the Police Service's police and civilian personnel, including an organization chart;
- b) the Police Service's hiring and training activities;
- c) statistical data on caseload information handled by the Police Service;
- d) activities and programs delivered by the Police Service 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 Service, including the nature of the complaints; and
 - h) if the Council has established a Police Commission to assist him in carrying out his responsibilities' under this Agreement, the composition of the Police Commission, the number of meetings held and a description of the Police Commission's activities over the past year.
- 4.9.2 When requested by Canada, Ontario or Québec, the Council shall provide copies of the minutes of the Police Commission's meetings, if the Council has established a Police Commission to assist him in carrying out his responsibilities' under this Agreement, and shall include in its report any recommendations made by the Police Commission and implemented by the Police Service and/or the Council.
- 4.9.3 Within six (6) months following the end of each fiscal year, the Council shall provide Canada, Ontario and Québec with an audited financial statement of the previous fiscal year that complies with the following requirements:
- a) the statement has been audited in accordance with Canadian generally accepted accounting principles for local governments recommended by the Public Sector Accounting Board (PSAB) of the Canadian Institute of Chartered Accountants (CICA);
 - b) it includes in particular an income and expense statement for all the funding received and expenses incurred for the delivery of policing services;
 - c) it relates specifically to the delivery of policing services; and
 - d) it was prepared by Chartered Professional Accountants (CPA) who are independent of the Council and are active members in good standing.
- 4.9.4 Within thirty (30) days following the end of each semester in a fiscal year, the Council shall provide Canada, Ontario and Québec with the updated cashflow statement referred to in paragraph 4.3.1, including the income and expense statement for the previous semester and projections for the upcoming semester, presented in accordance with their requirements.
- 4.9.5 The Council shall provide supportive documents requested by Canada, Ontario and Québec for the audited financial statement referred to in paragraph 4.9.3 or the cashflow statement referred to in paragraph 4.3.1.
- 4.9.6 The Council shall provide Canada, Ontario and Québec with any additional information that Canada, Ontario and Québec deem necessary for the purposes of this Agreement.

4.9.7 The Council shall provide in writing to Canada, Ontario and Québec an inventory of weapons of the Police Service:

- a) within 30 days of the commencement of this Agreement;
- b) by May 1st of every year of this Agreement;
- c) at the end of the term of this Agreement, whether by expiration or termination; and
- d) without delay, upon request from Québec or Ontario.

4.10 OVERPAYMENT

4.10.1 The Council is deemed to have received an overpayment of contributions provided by Canada, Ontario and Québec under this Agreement in the following circumstances:

- a) sums were paid to the Council but remained unexpended by the end of the last fiscal year covered by this Agreement or the date of termination of this Agreement;
- b) the Council's financial statements, audited by an independent certified accountant, have been completed and an overpayment has been identified as a result of inadmissible expenditures or costs;
- c) Canada, Ontario or Québec carries out a financial analysis or audits the financial statements of the Council and an overpayment is identified as a result of inadmissible expenditures or costs; or
- d) for any other reason, the Council was not entitled to the contributions, or Canada, Ontario and Québec determine that the sums paid exceed the amount to which the Council was entitled.

4.10.2 The Council recognizes that an expenditure or cost may be deemed inadmissible where there is no related invoice, receipt or other supporting document or where, in the opinion of Canada, Ontario or Québec, the expenditure or cost cannot be substantiated.

4.10.3 Any overpayment is then considered a debt to Canada, Ontario and Québec, at their respective rate of funding, and due by the Council. The overpayment shall be repaid to them no later than thirty (30) days following the date of receipt of notice from Canada, Ontario or Québec. If, however, the overpayment has been identified in the audited financial statement, as set out in paragraph 4.9.3, then the due date for the reimbursement shall be the date of the submission to Canada, Ontario and Québec, of the audited financial statement. *(Note: reimbursements due to Canada shall be made to the Receiver General of Canada, reimbursements due to Ontario shall be made to Minister of Finance and reimbursements due to Québec shall be made to the Ministre des Finances du Québec).*

4.10.4 Any surplus funds may be offset by reducing any other contributions made by Canada, Ontario and Québec.

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

4.12.1 The Council agrees that Canada, Ontario or Québec may appoint independent auditors, at their expense, during the term of this Agreement and within five (5) years following the expiry or termination thereof to review the records maintained by the Council in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by Canada, Ontario and Québec and the consistent application of generally accepted accounting principles in the maintenance of financial records.

4.12.2 The Council shall provide independent auditors with access, without charge, to the facilities during regular business hours within one hundred twenty (120) hours after receiving written notification and shall make available to them any supporting document, record, register or other document when requested. The Council shall provide the independent auditors with copies of records and registers when requested, without charge.

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 (www.publicsafety.gc.ca).

4.13 ASSIGNMENT AND SUBCONTRACTING

4.13.1 The Council shall not encumber or assign its rights under this Agreement without the written permission of Canada, Ontario and Québec.

4.13.2 The Council may delegate 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 subcontractor.

4.13.3 In all contracts it awards, the Council shall, if applicable, require that each subcontractor agrees in writing to abide by the terms and conditions of this Agreement. These terms and conditions shall apply to the subcontractor's work, the services provided by the subcontractor and property acquired by the subcontractor on the Council's behalf. The Council shall, when so requested by Canada, Ontario or Québec, provide a copy of the contract with any subcontractor with which the Council 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, Ontario 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, Ontario's and Québec'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, chapter P-1.01), the *Conflict of Interest Act* (S.C. 2006, chapter 9), or the *Values and Ethics Code for the Public Sector*.

5.2 LOBBYING

Any person lobbying on behalf of the Council must comply with the *Lobbying Act* (R.S.C. 1985, chapter 44) and any relevant provincial legislation. *Note: This Act does not apply to members of council of a band as defined in subsection 2(1) of the Indian Act) or of the council of an Indian Band established by an Act of Parliament, persons on their staff or employees of such a council when they are acting in their official capacity.)*

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

5.4.2 It is agreed that personnel employed as a result of this Agreement are and shall remain persons providing services to the Council, and nothing in this Agreement is to be read or construed as conferring upon the Council, including the Police Commission, if the Council has established a Police Commission to assist him in carry-out his responsibilities' under this Agreement, or its members, officers, employees, agents or contractors the status of officer, employee, servant or agent of Canada, Ontario or Québec or the status of a person acting in a partnership or a joint venture with Canada, Ontario or Québec.

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

5.5 DISCLOSURE

- 5.5.1 Information gathered by the Parties in carrying out this Agreement is subject to the rights and protection contained under pertinent federal and provincial legislation, regarding access to information and privacy.
- 5.5.2 Canada, Ontario and Québec 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.
- 5.5.3 The Council authorizes Canada, Ontario and Québec 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 COUNCIL

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

6.2 LIAISON COMMITTEE

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

6.3 AMENDMENT

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

6.4 DEFAULT

6.4.1 Where there is default, or there is, in the opinion of Canada, Ontario or Québec, a likelihood of default of the Council or the Police Service obligations under this Agreement or where the Council, the Police Service, or one of their representatives, agents or subcontractors makes or has made a false or misleading statement, Canada, Ontario and Québec may:

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

Where, in the opinion of Canada, Ontario or Québec, the Police Service is no longer able to deliver the policing services funded under this Agreement, and where Akwesasne disagrees, the Parties shall proceed to dispute resolution as specified in paragraph 6.5.

6.4.2 Where there is such default, Canada, Ontario or Québec 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 Council does not remedy the default or has not provided a plan to remedy the default within thirty (30) days.

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

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, any Party may then submit the matter to a Court of competent jurisdiction unless one of the Parties chooses to terminate this Agreement in accordance with subsection 6.6.

6.6 TERMINATION

- 6.6.1 Unless the Parties otherwise agree, this Agreement may be terminated by any Party upon ninety (90) days' notice in writing to the other Parties.
- 6.6.2 Upon the termination or expiry of this Agreement, the Liaison Committee shall recommend appropriate transitional provisions.

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

- 6.7.1 Upon termination or expiry of this Agreement, if it is not being renewed, the Council shall:
 - a) provide Canada, Ontario and Québec a complete inventory of weapons of the Police Service, including intermediary weapons;
 - b) as agreed to between Ontario and Québec, remit immediately to the provincial police, Ontario Provincial Police or Sureté du Québec, all documents, files, evidence and seized weapons or weapons under the control of the Police Service, including intermediary weapons;
 - c) in the event all material and equipment acquired with funds provided under this Agreement ceases to be used for policing purposes, they shall be sold at market value;

- d) pay all the amounts due for goods and services provided under this Agreement before its termination or expiry;
- e) reimburse Canada, Ontario 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; and
- f) reimburse Canada, Ontario and Québec any other funds due to them under this Agreement in accordance with the terms and conditions covering each of these sums.

6.7.2 The proceeds of this sale shall be considered as an amount owing to Canada, Ontario and Québec in proportion to their 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, reimbursements due to Ontario shall be made to the Minister of Finance and reimbursements due to Québec shall be made to the Ministre des Finances du Québec.)*

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, 6.1 and 6.7, and paragraphs 4.7.2 and 4.8 c) 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 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: Emergency Management and Programs Branch
First Nations Policing Program (FNPP)
Public Safety Canada
425 Bloor St. East, suite 597
Toronto, Ontario M4X 1L7
Fax: (416)973-2362

Attention: Regional Manager

cc: Emergency Management and Programs Branch
 First Nations Policing Program (FNPP)
 Public Safety Canada
 269 Laurier Avenue West, 9th Floor
 Ottawa, Ontario K1A 0P8
 Fax: (613) 991-0961

For Ontario: Minister of Community Safety and Correctional Services
 25 Grosvenor Street, 12th Floor
 Toronto, Ontario M7A 1Y6
 Fax: (416) 327-0469

Attention: Director, First Nations Policing

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

For the Council: The Mohawk Council of Akwesasne
 Att/ Akwesasne Mohawk Police Commission
 P.O. Box 90
 Akwesasne, Ontario H0M 1A0
 Fax: (613) 575-2884

Attention: Grand Chief

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

6.10 DURATION OF THIS AGREEMENT

This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from April 1, 2018 to March 31, 2020 unless it is terminated in accordance with subsection 6.6 or extended by written agreement between the Parties.

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


On behalf of the MOHAWK COUNCIL OF AKWESASNE, by



Grand Chief, as duly authorized by the Mohawk Council of
Akwesasne

March 27, 2019
signed on

On behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA, by



DIRECTOR,
COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA

MAR - 8 2019
signed on

On behalf of HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, by



THE MINISTER OF COMMUNITY SAFETY
AND CORRECTIONAL SERVICES

March 28/19
signed on

On behalf of THE GOUVERNEMENT DU QUÉBEC, by


THE SOUS-MINISTRE DE LA SÉCURITÉ PUBLIQUE


signed on


and


THE SECRÉTAIRE GÉNÉRALE ASSOCIÉE
AUX AFFAIRES AUTOCHTONES


signed on

and


THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS CANADIENNES


signed on

SCHEDULE A
(Police Service Budget)

	2018-2019	2019-2020
Number of Officers	24.0	24.0
Revenue Sources	BUDGET	
	2018-2019	2019-2020
Contribution of Canada	2,034,397.37	2,380,244.93
Contribution of Ontario	938,952.64	1,098,574.58
Contribution of Québec	938,952.64	1,098,574.58
Total Revenues	3,912,302.65	4,577,394.09
Percentage (Canada)	52%	52%
Percentage (Ontario)	24%	24%
Percentage (Québec)	24%	24%
Proposed eligible cost categories		
Pay and benefits	3,104,698.94	3,365,915.09
Administrative expenses	359,364.02	404,979.00
Expenses, which are deemed reasonable through a detailed budget review, necessary to fulfil the roles and responsibilities of the police governing authority	33,702.00	34,000.00
Police Equipment	71,668.13	264,940.00
Transportation Expenses and related equipment	131,006.25	92,004.00
Expenses related to employee travel to and from remote locations		
Expenses related to prisoners' keep and escorts		
Information technology and communications equipment		76,300.00
Training and recruitment expenses	39,757.06	25,000.00
Rent subsidies for housing for officers		
Police facility costs	86,310.00	131,750.00
Policing infrastructure expenditures		90,892.00
Insurance premiums	30,825.00	66,614.00
Legal costs	51,375.00	20,000.00
Professional Fees	3,596.25	5,000.00
Total eligible proposed costs	3,912,302.65	4,577,394.09

SCHEDULE B

(Request and Approval Form for Unexpended Funding Deferral and Reallocation of Funding Form)

REQUEST AND APPROVAL FORM FOR UNEXPENDED FUNDING DEFERRAL 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:

- ☐ Unexpended funding deferral to the next 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	Deferred amounts	Reallocated amounts	Forecasted budget for 20XX-20XX
Contribution of Canada				
Contribution of the Province				
Total Revenues	\$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

* unlisted categories may be deleted

JUSTIFICATION: TO BE COMPLETED BY THE RECIPIENT ONLY

Briefly justify the reasons for the deferral of the unexpended funding and 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 (APD RCM)	Signature: _____	Date: _____
<small>Print name</small>		

FOR THE PROVINCE USE ONLY

Approved by	Signature: _____	Date: _____
<small>Print name and title</small>		

INSTRUCTIONS

Requests to defer unexpended funding to the next fiscal year, to reallocate funding between eligible cost categories including the removal of an existing eligible cost category or the addition of a new eligible cost category should be described as set out in this form.

I- Instructions for requests to defer unexpended funding.

(Important: "Unexpended funding deferral" allows recipient to use unexpended funding of the current year in the next fiscal year.)

1- Column E « Approved Budget » : From Cell E14 to E32, enter the following amounts for the year of which the surplus has resulted:

- In Cell E14, enter Public Safety's (PS) contribution amount as per the approved agreement.
- In Cell E15, enter the Province contribution amount as per the approved agreement.
- From Cell E20 to E30, enter the total contribution (PS and the Province), by eligible category, as per the approved agreement.

2- Column F « Deferred amounts » : From Cell F14 to F32, enter the amounts that you would like to defer to the next fiscal year as follow:

- In Cell F14, enter the total of PS contribution amount that you would like to defer.
- In Cell F15, enter the total of the Province contribution amount that you would like to defer.
- From Cell F20 to F30, enter the total amounts (PS and the Province) that you would like to defer, by eligible cost category.

3- Column G « Forecasted budget » : From Cell G14 to H32, enter the following amounts for the next fiscal year where you would like to use the unexpended funding:

- In Cell H14, enter PS contribution amount as per the approved agreement.
- In Cell H15, enter the Province contribution amount as per the approved agreement.
- From Cell H20 to H30, enter the total of PS and the Province contributions amount by eligible cost category, as per the approved agreement.

4- Justification: In Cell B34, briefly justify why the deferral of unexpended funding is required. Enter in this section the print name and title of the appropriate authority that will sign and date the request.

II- Instructions for requests to reallocate funding.

(Important: "Reallocation of funding" allows the recipient to reallocate funding between eligible categories within the same fiscal year. Requests to reallocate funds between existing eligible categories are only required when:

- a) the reallocated amount is above 20% or \$100,000 of the budget category identified in Appendix A), whichever is less; or*
- b) the reallocated amount results in the addition of new eligible cost category (regardless of the amount or the percentage) or the removal of an existing eligible cost category; or*
- c) the total of the reallocated amounts exceeds 20% of the total annual budget of the contribution.*

1- Column E « Approved Budget » : From Cell E14 to E32, enter the following amounts for the year affected by the reallocation of funds:

- In Cell E14, enter Public Safety's contribution amount as per the approved agreement.
- In Cell E15, enter the Province contribution amount as per the approved agreement.
- From Cell E20 to E30, enter the total contribution amounts (PS and the Province), by eligible category, as per the approved agreement.

2- Column G « Reallocated amounts » : From Cell G14 to G32, enter the amounts that you would like to reallocate as follow:

- In Cell G14, enter the total of PS contribution amount that you wish to reallocate.
- In Cell G15, enter the total of the Province contribution amount that you wish to reallocated.
- From Cell G20 to G30, enter the total amounts (PS and the Province) that you wish to reallocated by eligible category.

3- Column F « Forecasted budget » : From Cell H14 to H32, enter the new budget amounts including the reallocations as follow:

- In Cell H14, enter the total of PS contribution amount as per the approved agreement (same as E14).
- In Cell H15, enter the total of the Province contribution amount as per the approved agreement (same as E15).
- From Cell H20 to H30, enter the total of PS and the Province contribution amounts including the reallocated funding by eligible cost category.

4- Justification: In Cell B34, briefly justify why the reallocation of funding between categories or to a new category is required. Enter in this section the print name and title of the appropriate authority that will sign and date the request.


SCHEDULE C
(Due Dates)

Paragraph	Document to Be Produced by the Council	Time Frame
3.1.2	Certification of rental value	<ul style="list-style-type: none"> • Within the 1st year of the effective date of this Agreement
3.1.3	Fire safety and occupational health and safety inspection report	<ul style="list-style-type: none"> • Within the 1st year of the effective date of this Agreement
3.4.4	Proof of insurance coverage	<ul style="list-style-type: none"> • Within 30 days of the effective date of this Agreement • Within 30 days of renewal or of any amendment to the coverage
4.3.1	Cashflow statement General Ledger entries	<ul style="list-style-type: none"> • When the Agreement is signed • By April 15 of each subsequent fiscal year
4.9.1	Annual report of the activities of the Police Service	<ul style="list-style-type: none"> • Within four (4) months following the end of each fiscal year
4.9.3	Audited financial statements	<ul style="list-style-type: none"> • Within six (6) months following the end of each fiscal year
4.9.4	Updated cashflow statement	<ul style="list-style-type: none"> • Within 30 days following the end of each semester
4.9.7	Inventory of weapons available to the Police Service, including intermediate weapons	<ul style="list-style-type: none"> • Within 30 days of the effective date of this Agreement • By May 1st of each fiscal year • Upon expiry or termination

Notice: Failure by the Council to produce a document on the list within the time frame established constitutes default pursuant to subsection 6.4 and gives Canada, Ontario and Québec the right to suspend payment of their respective contributions.

[illegible]

SCHEDULE F (Band Council's Resolution)

AKWESASNE MOHAWK COUNCIL RESOLUTION		File Reference:
MCR of: <u>2018/2019 2367</u>		
		
THE	MOHAWK COUNCIL OF AKWESASNE	THIS RESOLUTION IS IN ACCORDANCE WITH THE CONSTITUTION OF CANADA AND THE INDIAN ACT, R.S.C. (1985), c. C46. THE APPROVED OF THE LEGISLATION.
AGENCY	SOUTHERN ONTARIO DISTRICT	
PROVINCE	ONTARIO/QUEBEC	
PLACE	Mohawk Government 1	
DATE	<u>6</u> <u>March</u> <u>2019</u>	RECORDED VOTE For: <u>3</u> Against: <u>0</u> Abstention: <u>0</u>
DO HEREBY RESOLVE:		<input checked="" type="checkbox"/> Carried <input type="checkbox"/> Defeated
<p><i>WHEREAS, the Mohawks of Akwesasne have the existing and inherent right of self-determination, which includes the inherent jurisdiction over their lands, peoples and territory;</i></p> <p><i>AND WHEREAS, the Mohawks of Akwesasne have the aboriginal and treaty rights, and other rights and freedoms that are recognized and affirmed in the Constitution of Canada, which include the inherent right of self-determination and jurisdiction over their lands, peoples and territory;</i></p> <p><i>AND WHEREAS, the Mohawk Council of Akwesasne is the community government within the territory of Akwesasne and has inherent jurisdiction to make laws, regulations and policies to meet the needs and concerns of the Mohawks of Akwesasne;</i></p> <p><i>AND WHEREAS, the Mohawk Council of Akwesasne intends to preserve the cultural, political and economic integrity of the Mohawk territory and community of Akwesasne;</i></p> <p>WHEREAS, the Mohawk Council of Akwesasne wishes to accept the Amendment to the agreement on the provision of Policing Services in the Community of Akwesasne for the period of April 1, 2019 to March 31, 2020 under the Akwesasne Mohawk Police Service;</p> <p>WHEREAS, the parties entered into this agreement with to amend the agreement on the provision of Policing Services in the Community of Akwesasne for an additional period of April 1 2019 to March 31 2020;</p> <p>WHEREAS, the Mohawk Council of Akwesasne has accepted the terms of the Amendment to the agreement on the provisions of the Policing Services in the Community of Akwesasne between Her Majesty the Queen in Right of Canada as represented by the Department of Public Safety and Emergency Preparedness, Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Security Publique, le secrétaire général associé aux Relations canadiennes and la secrétaire général associé des Affaires autochtones and the Mohawk Council of Akwesasne;</p> <p>THEREFORE, BE IT RESOLVED, the Grand Chief and Council of the Mohawks of Akwesasne, at the duly convened meeting of the Mohawk Council of Akwesasne hereby accepts and approves the terms and conditions set out in the Amendment to the agreement on the provisions of Policing Services in the Community of Akwesasne, for the period April 2018 to March 31 2020, as attached, and authorizes the Grand Chief, Abram Benedict to sign said agreement on Behalf of the Mohawk Council of Akwesasne.</p>		
<p><i>(Signature)</i> Grand Chief Yes No</p> <p><i>(Signature)</i> Council Yes No</p> <p><i>(Signature)</i> Council Yes No</p> <p><i>(Signature)</i> Council Yes No</p> <p><i>(Signature)</i> Council Yes No</p> <p><i>(Signature)</i> Council Yes No</p> <p><i>(Signature)</i> Council Yes No</p>		

MCR SUBMISSION FORM

Prepared by: <i>AMPS</i>		Date: <i>03/05/2019</i>	
<p align="center">All MCR Submission Forms, MCRs, and supporting documentation are DUE BY NOON ON THE THURSDAY PRIOR TO THE SPECIAL MEETING where it is anticipated that the MCR will be considered by Council.</p>			
Time Sensitive? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide explanation: The Agreement must be signed by all parties by March 31, 2019, otherwise the Akwesasne Police will no longer be able to legally intervene on the Quebec portion of the territory on April 1, 2019.			
Sponsoring Chief(s): _____		Initials: <i>AMPS</i>	
<p align="center">Directors are responsible to ensure the Executive Director is aware of the MCR and that a Portfolio Holder is willing to sponsor the MCR at Council's table.</p>			
Copy Distribution:		<input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Executive Director <input type="checkbox"/> Human Resources	
Finance, Executive Services, Police			
TITLE: <i>Provision of Policing Services in the Community of Akwesasne</i>			
BACKGROUND: The Akwesasne Mohawk Police Services contribution agreement ends March 31, 2019. The Quadra-Partite Partners: Government of Canada, Ontario and Quebec have agreed to extend the funding arrangement until March 31, 2023, with the same terms and conditions and a cost of living increase (COLA) of 2.7%. Providing Funding- Canada \$2,034,307.37 Ontario \$ 938,952.64 Quebec \$ 938,952.64			
OVERALL IMPACT: (Administrative, Financial, Political, Human Resource Management, Community Development) Financial capacity to operate police services and Akwesasne police will no longer be able to legally intervene on the Quebec portion of the territory on April 1, 2019.			
COST IMPLICATIONS: Financial capacity to operate police services approximately \$4.5 Million			
REVIEWED BY: (Initial where applicable)			
Executive Director	Finance Controller	Human Resources	Government Support Manager
Initials: _____	Initials: _____	Initials: _____	Initials: _____

Appendix E to MCR Reference Tool

SCHEDULE G
(Regulation on Internal Discipline)

Disciplinary Measures Guidelines for Supervisors/Managers

AKWESASNE MOHAWK POLICE

(A) PURPOSE

These guidelines are to assist supervisors and managers in maintaining a consistent approach to determining appropriate discipline. The aim of progressive discipline is to rectify undesirable behaviour in all but the most serious cases. As such, disciplinary measures are not appropriate for cases involving non-culpable behaviour such as non-blameworthy performance problems, incompetence, bona fide illness/injury, substance abuse or innocent absenteeism. Culpable or blameworthy performance issues may be dealt with by way of the progressive discipline process outlined below.

(B) PROGRESSIVE DISCIPLINE

The purpose of progressive discipline is to give employees the opportunity to benefit from corrective action before more serious disciplinary action is taken. The four steps which may or may not be followed in sequence (depending upon the circumstances) include:

- (1) verbal warning/reprimand
- (2) written warning/reprimand
- (3) suspension without pay, and/or demotions of a fixed term duration;
- (4) termination/dismissal

Depending upon the seriousness of the offense, the employee's previous disciplinary record and any mitigating circumstances, the employer may be justified in skipping any of the above-noted steps.

(1) Verbal Warning/Reprimand

If informal counselling sessions with an employee do not resolve a disciplinary problem of a minor or less serious nature, then the employee should be given a verbal warning.

Verbal warnings should be given in private. The employee should be advised of the specific misconduct for which he/she is being disciplined. If prior counselling sessions have been given for the same misconduct this should be noted.

The verbal warning should be documented by the supervisor/manager. The supervisor/manager should keep anecdotal notes of the details of the incident giving rise to objectionable conduct which will result in further disciplinary action up to and including termination of employment.

(2) Written Warning/Reprimand

The written warning is a formal warning that an employee's conduct is unacceptable. Written warnings should be given in private by the supervisor/manager, directly to the employee. A copy of the warning will be placed on the employee's personnel file.

Where it is impossible or impractical to hand deliver a written warning the warning may be sent by registered mail to the last known home address on file with the Department.

The written warning should clearly specify

- the nature of the offense or infraction;
- the fact that a meeting took place to discuss the matter;
- whether an oral warning or a counselling session had been given for this behaviour in the past;
- a statement indicating that "further incidents will result in more severe disciplinary measures up to and including discharge from employment."

(3) (a) Suspension Without Pay

Suspensions without pay are given for major/serious offenses. The letter of suspensions should be given in private to the employee. The suspension without pay must be clearly set out in a letter to the offending employee indicating:

- the incident giving rise to the suspension including the general nature of the offensive behaviour;
- the fact that a meeting took place to discuss the matter;
- whether any previous discipline has been imposed for the same or similar behaviour;
- indicate the date(s) that the suspension will be served;
- include a reminder that further occurrences will result in more severe discipline up to and including discharge from employment.

(b) Disciplinary Demotion

Temporary demotion or transfer to a lower-rated position is an appropriate disciplinary penalty where blameworthy, willful conduct undermines the competence of the employee to do his/her job, and there is reason to believe that the employee will improve with the corrective discipline. The unacceptable conduct for which the demotion is given must be job-related.

Demotion or Transfer to a lower-rated position is inappropriate where the misconduct is not job-related or where the demotion is of an indefinite nature.

The employee should be provided with notice in writing:

- setting out the circumstances given rise to the direction;

- the fact that a meeting took place to discuss the matter;
- any previous discipline imposed, where applicable;
- the period of time during which the employee will serve in the lower-rated position and the date that the employee will be returned to his/her position;
- that further incidents shall result in further disciplinary action up to and including discharge.

(4) Discharge/Dismissal from Employment

Dismissal is generally saved for the most serious offenses where the employee has clearly not taken to correct his/her behaviour after lesser disciplinary measures have been applied. Discharge may also be appropriate where the incident given rise to the dismissal is the "culminating incident" after a history of related and unrelated misconduct for which discipline has been imposed.

In order to terminate on the basis of the "culminating incident", the employee must have been warned that further incidents of misconduct would result in the termination of employment. Discharge may also be the appropriate disciplinary response in first instances of very serious misconduct such as fraud, theft, or gross insubordination.

Depending upon the circumstances, where dismissal is a possibility, the Department may wish to immediately suspend with or without pay, pending investigation of the incident by the employer and final determination of the matter.

The supervisor/manager should investigate the alleged incident, obtaining statement(s) from witnesses, where applicable, and document the findings of the investigation. The report of the investigation including any anecdotal notes, documents and witness statements should be forwarded to Human Resources for consideration of the appropriate penalty. *The decision to terminate or not will ultimately be determined by hearing before the Police Commission. The officer affected by the decision should be provided with a statement outlining the particulars of the offense(s) and material facts. The officer will be provided with 10 days notice of the intent of the Police Commission to hold a hearing to determine the matter. The individual should be advised that they should attend the hearing and give representations with respect to the issues raised in the notice. The officer may be represented by counsel if so desired and the proceedings should be recorded.*

The decision of the commission should be reduced to writing and provided to the officer. the decision of the Commission will be considered final and binding unless a right of appeal to the Mohawk Council of Akwesasne is provided for.

The Termination Meeting

In the event that termination is determined to be the appropriate disciplinary response, the Chief of Police and one other member of the management team shall meet in private with the employee at which time the employee will be provided with a letter indicating the following:

- that the employee's employment is terminated immediately for cause;
- the general details of the incident(s)/reasons giving rise to the termination;
- any previous disciplinary action taken;

The letter of termination should be copied to the Human Resources Department. The meeting should be kept brief. The employee should be asked to return any Company property, including keys that he/she have in their possession.

In the event that the employee refuses to attend a meeting with the employer, the Union should be so advised and the employee should be sent the letter of termination by Registered Mail to the last known address on file with the Corporation.

If after investigation it is determined that termination if employment is not warranted, the employee should be provided with a letter confirming the suspension without pay, where applicable, as well as the nature of the offense for which the suspension is given, reference to past discipline, and an indication that further offenses will be subject to more severe disciplinary measures

(C) FACTORS AFFECTING THE PENALTY IMPOSED

In all cases where disciplinary action is contemplated, it is important to ascertain that the corrective measure to be applied is consistent with the particular circumstances surrounding the infraction. The following should be taken into consideration in determining the penalty to be imposed:

(i) Seriousness of the Infraction

An infraction is composed of two parts. The first part relates to the actual offense. The second part relates to the effect or potential effect of the offense on the operational unit.

(ii) Effect or Potential Effect of Infraction

If the effect or potential effect on the operational unit is great, then the appropriate penalty will lean towards more severe discipline. The range of penalties, outlined in the Disciplinary Guidelines Section of this document, is intended to apply in normal circumstances. In an extraordinary situation, the penalty could far exceed the maximum penalty indicated. The appropriate discipline might be discharge.

(iii) Uniformity of Application

This factor is of prime importance and is one of the major reasons for the existence of this Policy. It is important that discipline for similar offences in similar circumstances be applied consistently for two reasons:

- (1) From a staff relations perspective, employee reaction will be better with the knowledge that the discipline policy is applied fairly and consistently to all employees;
- (2) In the legal sense, courts and adjudicators tend to look with disfavour on Employers who are inconsistent in their approach to discipline.

It is necessary to investigate and determine what penalty has been applied in the past in similar circumstances. Therefore, Human Resources should be consulted in this regard. You may also wish to consult with legal counsel.

(iv) Prior Warnings

Repeated occurrences of the same offense, when documentation exists that prior verbal and written warnings did occur, increase the degree of penalty that is appropriate. Generally, warnings are required before any discipline may be applied.

Although in the normal course of events verbal and written warnings are required, there may be instances where misconduct is so serious that suspension may be warranted.

(v) Momentary Aberration or Premeditated Act

The discipline which is imposed upon an employee could be affected by whether or not the action arose as a result of an impulsive act or whether it was premeditated. Generally, an impulsive act would tend to be subject to a lesser degree of penalty than a premeditated act.

(vi) Provocation

The consideration as to whether or not an employee was provoked into action enters into the determination of the degree of penalty.

Provocation does not absolve the employee of responsibility for their actions, but the existence of provocation might be a mitigating factor in considering discipline.

(vii) Misunderstanding

In areas such as rules, regulations and performance standards, the onus is on the Employer to make sure that the employee is aware of, and understands what is expected. Lack of knowledge and/or understanding of what is expected in such situations generally does not give rise to discipline.

Certain areas may exist where misunderstanding on the part of the employee does warrant disciplinary action. However, misunderstanding can affect the degree of penalty imposed.

(viii) Seniority

An employee's length of service will have a bearing on the degree of penalty which may be applied. An employee with a long and unblemished service record will, in all likelihood, be treated more leniently than a recent hire for the same offense.

(ix) Past Performance

Another factor in the determination of the applicable penalty is the employee's previous disciplinary record.

(x) General Comments

Uniformity is an important factor in applying discipline.

Mitigating circumstances may well require variations in the supervisor's response to apparently similar offences, but whatever the response, it must be made evident to all employees that disciplinary actions depend upon the nature of the offense and the attendant circumstances.

When mitigating circumstances exist which affect the degree of penalty to be applied, such circumstances should be fully documented by managers and supervisors so as not to set a precedent and prejudice a penalty which may be applied at a later date for the same type of offense but where no mitigating circumstances exist.

(D) DOCUMENTING DISCIPLINARY PROBLEMS

Throughout the discussion of the various types of disciplinary actions available to supervisors, the importance of making and keeping records is emphasized. It is part of the supervisor's responsibility and duty to keep records of an employee's performance and/or conduct.

A record of the disciplinary action must be placed on the Personnel File of the employee concerned. However, nothing of a disciplinary nature should be placed on the employee file without the knowledge of the employee.

Supervisors should consider the following in preparing and maintaining records and/or supervisory reports:

- (i) The records of an employee's performance/behaviour must be as complete and detailed as possible.
- (ii) The record must be dated and signed by the supervisor.
- (iii) The record must state the action taken by the supervisor to remedy performance/behavioral problems
- (iv) Both performance/behavioral problems and the effect or potential effect of these problems must be recorded.

(v) Those factors which were considered as affecting the degree of penalty for performance/behavioral problems should be specified.

(vi) The record must be objective.

(E) ONE PENALTY FOR ONE OFFENSE

An employee may not be disciplined more than once for the same offense.

AKWESASNE MOHAWK POLICE
Disciplinary Measures Policy

I INTRODUCTION AND PURPOSE

All employees of the Akwesasne Mohawk Police Department share a common goal; to provide the best possible policing service to the Akwesasne community.

The Department operates on the premise that problems which may arise, from time to time, can be effectively resolved through open dialogue between employees and management. The purpose of this policy is to make employees aware of the types of conduct that the Department considers to be unacceptable in the workplace.

A disciplinary measure is a sanction imposed upon an employee who has committed an unacceptable act, failed to perform an action or otherwise behaved in a manner contrary to Department and/or Council directives, policies, professional standards or established rules and regulations.

The aim of the disciplinary measure imposed is to rectify undesirable behavior. The Department's philosophy is that disciplinary action should be corrective rather than punitive. The objective is to encourage employees to change unacceptable behavior and to deter similar acts of behavior in order to achieve the overall goals of the Department and Council.

II APPLICATION

The provisions of this policy apply to all employees of the Akwesasne Mohawk Police.

III PROGRESSIVE DISCIPLINE

The Police Service recognizes the principle of progressive discipline. The objects of progressive discipline are positive, to reform unacceptable conduct, to deter others from similar behavior and to maintain consistency of treatment. In most cases this means that the employee is provided with an opportunity to take corrective action before more serious disciplinary action is taken. The four steps generally referred to as progressive discipline include:

- (1) Verbal Warning or Reprimand
- (2) Written Warning or Reprimand
- (3) Suspension Without Pay
- (4) Dismissal or Discharge

Depending upon the severity of the misconduct, any of the above steps may be skipped.

IV EXAMPLES OF UNACCEPTABLE BEHAVIOR AND PENALTIES

The following is a sampling of unacceptable conduct and the type of penalty which might result from the respective infraction. It is by no means and exhaustive list of unacceptable conduct, nor is the sample penalty the only penalty that the infraction might warrant. For example, depending upon the circumstances, insubordinate conduct by one individual may result in a written warning, while for another, a three day suspension without pay. The difference in sanction may for example, be a result of differing previous disciplinary records.

(1) Verbal Reprimands

Types of behavior, which on a first occurrence, might be suitable for a verbal warning include but are not limited to:

- failure to record attendance;
- lateness without reasonable explanation;
- early departure without reasonable explanation;
- interference with work of co-workers;
- carelessness;
- overextending breaks;
- horseplay;
- attending to personal business during work hours.

(2) Written Reprimands

Types of behavior which may be suitable for a written warning include but are not limited to:

- repetition of any offense for which a verbal reprimand has been given;
- rudeness/discourteous to public or co-workers;
- insubordinate conduct;
- unapproved absence from work;
- improper use of Department property;
- off-duty conduct generally unbecoming of an officer,
- disregard for established safety procedures or other Department/Council rules, policies or guidelines;
- failure to report a workplace accident or injury;
- failure to report or condonation of unacceptable conduct;
- tampering with another employee's property;
- continuous and deliberate inefficient or careless work habits.

(3) Suspensions without Pay

Types of behavior which may be suitable for a suspension without pay are more serious offenses, including but not limited to;

- repetition of any offense for which a written reprimand has been given;
- assault on a co-worker or supervisor;
- contravention of Department or Council policies, rules;
- gross insubordination;
- obtains leave of absence by fraudulent means;
- tampering with attendance registers;
- acts in a manner likely to bring the reputation of the Department/Council into disrepute;
- makes false statements in relation to appointment, employment or performance of duties;
- sleeping on the job;
- falsifies any documents including expense or other claim forms;
- consumption of alcoholic beverages or illicit drugs while on duty, or presenting oneself for duty in an impaired condition;
- sustained, intemperate or unbalanced public criticism of either Department/Council policy or procedures or the character or integrity of those responsible for the development or administration of policy or procedures.

(4) Dismissal from Employment

Dismissal is the most severe penalty for misconduct resulting from but not limited to the following examples:

- repetition of any offense for which previous disciplinary action has been taken;
- breach of confidentiality;
- harassment of co-workers, public, supervisors;
- theft, misappropriation or unauthorized use of employer property or funds;
- gross insubordination;
- assault of a supervisor or member of the public;
- intentional or negligent damage/waste of Department/Council property;
- gross mistreatment of the public;
- commits a criminal offense which affects the ability of the employee to perform his/her duties;
- operation of a Department vehicle while impaired or license suspended.

V WRITTEN REPRIMANDS

Individuals who receive written reprimands, may appeal the reprimand to the Chief of Police. The reason for appealing the reprimand must be made in writing to the Chief of Police within three (3) calendar days of receipt of the reprimand. The Chief will issue his/her decision without a hearing on the basis of the information contained in the request for appeal. The Chief of Police's decision will be forwarded in writing to the officer. The decision of the Chief is final and binding and may not be appealed to the Police Commission.

VI NOTICE OF APPEAL

Upon receipt of a Notice of Suspension without pay and/or termination of employment, a member may within three (3) calendar days, give notice in writing to the Chair of the Police Commission, that the suspension and/or termination is disputed. The Chair or designate, shall arrange an appeal. If no written notice of dispute is received, the reprimand shall be entered into the member's service record of discipline.

VII SUSPENSION AND TERMINATION APPEALS TO THE COMMISSION

Decisions to suspend without pay or terminate employment may be appealed by hearing before the Police Commission. The officer affected by the decision will be provided with a statement outlining the particulars of the offence(s) and the material facts. The officer will be provided with 10 days notice in writing of the intent of the Police Commission to hold a hearing to determine the matter. Notice will be hand delivered or will be sent by registered mail and will be deemed to have been received three (3) days after being sent. The officer may attend the hearing and give representation with respect to the issues raised in the notice. The officer may be represented by counsel if so desired. The decision of the Commission with respect to a suspension without pay, is final and binding and may not be appealed to the Mohawk Council of Akwesasne. The decision of the Commission with respect to the termination of employment may be appealed to the Mohawk Council of Akwesasne for final and binding resolution.

Decisions to terminate or not will ultimately be determined by hearing before the Police Commission. The officer affected by the decision will be provided with a statement outlining the particulars of the offence(s) and material facts. The officer will be provided with 10 days notice in writing of the intent of the Police Commission to hold a hearing to determine the matter. Notice will be hand delivered or will be sent by registered mail and will be deemed to have received three (3) days after being sent. The officer may attend the hearing and give representations with respect to the issues raised in the notice. The officer may be represented by counsel if so desired.

The decision of the Commission should be reduced to writing and provided to the officer. The decision of the Commission will be considered final and binding. (Unless a right of appeal to the Mohawk Council of Akwesasne is provided for).

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
(Agreement on the Provision of Police Services)

**AGREEMENT ON THE PROVISION OF POLICING
SERVICES IN THE COMMUNITY OF AKWESASNE FOR THE
PERIOD FROM APRIL 1, 2015 TO MARCH 31, 2018**

**AGREEMENT ON THE PROVISION OF POLICING
SERVICES IN THE COMMUNITY OF AKWESASNE FOR THE PERIOD
FROM APRIL 1, 2015 TO MARCH 31, 2018**

Table of Contents

Sections	Page
Preamble.....	4
 PART I – INTERPRETATION PROVISIONS	
1.1 Description of this Agreement.....	5
1.2 Declaration of Nullity, Invalidity or Inapplicability by a Competent Court.....	5
1.3 Definition and Legal Scope of this Agreement.....	5
1.4 Purpose of this Agreement.....	6
 PART II – PROVISION OF POLICING SERVICES IN AKWESASNE	
2.1 Legal Authority.....	7
2.2 Transitional Provisions.....	7
 PART III – FACILITY AND EQUIPMENT	
3.1 Police Facility.....	9
3.2 Acquisition of Material and Equipment.....	10
3.3 Disposal of Material and Equipment.....	10
3.4 Insurance and Indemnity.....	11
 PART IV – FUNDING ARRANGEMENTS FOR POLICING SERVICES	
4.1 Information to the Public.....	12
4.2 Funding Amount and Budget.....	12
4.3 Payment Schedule Terms and Conditions.....	13
4.4 Conditions of Funding.....	14
4.5 Unexpended Funding, Carry-Over and Deficit.....	15
4.6 Allocation of Expenses and Admissible Costs.....	16
4.7 Declarations of the Recipient.....	17
4.8 Maintenance of Accounting Records, Financial Files and Documents.....	18
4.9 Reporting.....	18
4.10 Overpayment.....	20
4.11 Interest Charges.....	21
4.12 Audit.....	21
4.13 Assignment and Subcontracting.....	21

PART V – GENERAL PROVISIONS

5.1	Direct or Indirect Benefits.....	22
5.2	Lobbying.....	22
5.3	Ethics, Professional Conduct and Conflict of Interest.....	22
5.4	No Partnership.....	22
5.5	Disclosure.....	23

PART VI – FINAL PROVISIONS

6.1	Accountability of the Council.....	24
6.2	Liaison Committee.....	24
6.3	Amendment.....	24
6.4	Default.....	24
6.5	Dispute Resolution.....	25
6.6	Termination.....	25
6.7	Carrying Out Certain Obligations by the Council in the Event of a Termination or Non-Renewal of this Agreement.....	25
6.8	Carrying Out Certain Obligations.....	26
6.9	Notice.....	26
6.10	Duration of this Agreement.....	27
	Signature Blocks.....	28
	Schedule A Police Service Budget.....	30
	Schedule B Request and Approval Form for Unexpended Funding Deferral and Reallocation of Funding Form.....	31
	Schedule C Due Dates.....	33
	Schedule D Unexpended Funding Statement.....	34
	Schedule E Cashflow Statement.....	35
	Schedule F Territory Map.....	36
	Schedule G Regulation on Internal Discipline.....	38
	Schedule H Model for Provisions Applicable to Criminal Allegation Cases.....	51
	Schedule I Agreement on the Provision of Police Services.....	52

**AGREEMENT ON THE PROVISION OF POLICING
SERVICES IN THE COMMUNITY OF AKWESASNE FOR THE PERIOD
FROM APRIL 1, 2015 TO MARCH 31, 2018**

AMONG:

MOHAWK COUNCIL OF AKWESASNE,
as represented by the Grand Chief
(hereinafter referred to as the "Council")

AND:

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

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO,
as represented by the Minister of Community Safety
and Correctional Services
(hereinafter referred to as "Ontario")

AND:

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

(hereinafter collectively referred to as the
"Parties")

WHEREAS the Parties acknowledge that the Akwesasne community (hereinafter referred to as "Akwesasne") has unique geographic challenges and jurisdictional complexities in that it includes land in Ontario, Quebec, and the State of New York, and has the Canada-United States border passing through the territory;

WHEREAS the Parties agree on the importance for the Council to provide Akwesasne with policing services that are professional, dedicated and responsive to its needs and culture in accordance with the applicable statutes and regulations;

WHEREAS Akwesasne has indicated that it wishes that the Akwesasne Mohawk Police Service (hereafter referred to as "AMPS") continue to be the local police service responsible for maintaining the peace, social order, public security and personal safety at Akwesasne;

WHEREAS Québec and Ontario has indicated their willingness to enter into specific agreements with Akwesasne to ensure AMPS compliance with the provincial policing frameworks;

WHEREAS Canada, Ontario and Québec, while respecting their own jurisdictions, wish to provide a financial contribution for the expenses incurred in order to maintain the AMPS within the territory it shall serve;

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

CONSEQUENTLY, the Parties agree as follows:

PART I

INTERPRETATION PROVISIONS

1.1 DESCRIPTION OF THIS AGREEMENT

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

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

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

Should any provision of this Agreement be declared null, void or inapplicable by a court of competent jurisdiction, 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.

1.3 DEFINITION AND LEGAL SCOPE OF THIS AGREEMENT

- 1.3.1 This Agreement shall not serve to recognize, define, affect, limit or create Aboriginal rights or treaty rights. It shall not be interpreted to be an agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982* (R.S.C. (1985) app. II, n. 44).
- 1.3.2 This Agreement shall not serve to create a partnership, an association, a joint venture, or an employer-employee or agency relationship among the Parties.
- 1.3.3 The description of the territorial jurisdiction, set out in paragraph 1.3.4, applies strictly to this Agreement. It is without prejudice to the respective positions of the Council, Canada, Ontario and Québec with regard to Akwesasne's territorial boundaries.
- 1.3.4 This Agreement applies to the territory over which the Council has jurisdiction and which is known as:

Akwesasne Indian Reserve numbers 15 and 59, also known as the Districts of *Tsi:Snaine*, *Kana:takon*, and *Kawehno:ke*.

In the event that the Parties enter into an agreement resulting in the expansion of Akwesasne's territory, the Parties agree to discuss the issue and, if necessary, take

appropriate measures through an amendment to this Agreement.

1.3.5 In this Agreement

“**Akwesasne**” means the body of people known as the *Mohawks of Akwesasne* a Band, as defined by section 2 of the *Indian Act*, (R.S.C. 1985, chapter I-5), as represented by its Council; and

“**Police Service**” means the *Akwesasne Mohawk Police Service*, a police service composed of First Nation Constables appointed by the Commissioner of the Ontario Provincial Police under section 54 of the *Police Services Act*, (R.S.O. 1990, chapter P.15) and who have taken the oaths set out in Schedules A and B of the *Police Act*, (CQLR, chapter P-13.1), and the Chief of Police and civilian staff employed under the terms of this Agreement.

- 1.3.6 The Council acknowledges that it is ultimately responsible for the Police Service, although it may delegate the execution of its responsibility to the Police Commission. Funding by Canada, Ontario and Québec does not imply that Canada, Ontario and Québec assume responsibility for the policing services received by Akwesasne.

1.4 PURPOSE OF THIS AGREEMENT

1.4.1 The purposes of this Agreement are:

- a) for the Council to maintain the Police Service to ensure the provision of police services to the Communities, in accordance with the terms of this Agreement; and
- b) to provide a contribution to the Council, by Canada, Ontario and Québec, for the funding of the policing services covered by this Agreement.

PART II

PROVISION OF POLICING SERVICES IN AKWESASNE

2.1 LEGAL AUTHORITY

2.1.1 The Parties acknowledge that:

- a) AMPS shall comply with the provincial framework that applies to policing services in the provinces where AMPS provide police services;
- b) in Ontario, policing services are delivered by police officers appointed as First Nations Constables by the Commissioner of the Ontario Provincial Police under section 54 of the *Police Services Act*;
- c) in Québec, policing services are delivered by police officers who have taken the oaths set out in Schedules A and B of the *Police Act* before the Chief of Police; and
- d) AMPS officers shall be appointed and sworn in by the Chief of Police with the assistance of the Police Commission and Council as required.

2.1.2 The Parties have agreed that:

- a) Ontario and Akwesasne shall, during the term of this Agreement, continue their negotiations with a view to a long-term agreement authorizing AMPS to be the police service of local jurisdiction and ensure that AMPS comply with the provincial policing framework; and
- b) Québec and Akwesasne shall, during the term of this Agreement, continue their negotiations with a view to a long-term agreement authorizing AMPS to be the police service of local jurisdiction and ensure that AMPS comply with the provincial policing framework.

2.2 TRANSITIONAL PROVISIONS

2.2.1 The Parties hereby agree that the substantive policing provisions of the agreement entitled "Agreement on the Provision of Police Services" signed in 2006, attached hereto as Schedule "I," shall continue to apply to the Parties and shall form part of this Agreement until the Parties agreements referred to in paragraph 2.1.2 come into force.

2.2.2 For greater certainty, and without limiting the generality of paragraph 2.2.1, the following substantive policing provisions of the agreement entitled "Agreement on the Provision of Police Services" signed in 2006, attached hereto as Schedule "I", shall apply to this Agreement: the applicable definitions from Article 2, Article 4, Article 6, Article 7, Article 8, Article 9, Article 10, and Article 11.

2.2.3 Provisions incorporated through reference pursuant to paragraph 2.2.2 shall cease to be binding between the provinces and Akwesasne when the agreement pursuant to 2.1.2 is signed between the Provinces and Akwesasne if the agreement is signed before the expiry of this Agreement.

PART III

FACILITY AND EQUIPMENT

3.1 POLICE FACILITY

- 3.1.1 The Council shall ensure that Akwesasne provides a police facility for the use of the Police Service for the provision of policing services. This facility must include, at a minimum:
- a) sufficient office space for the police and civilian personnel;
 - b) a public reception area;
 - c) an area for the detention and questioning of persons arrested and related procedures; and
 - d) an area for persons arrested to meet with their counsel confidentially.
- 3.1.2 If rent is charged by a third party for the facility occupied by the Police Service, it shall not exceed what is normally charged and deemed reasonable for the sector in which the police facility is located, in light of the rental market conditions in the sector in question. Prior to modifying the rent, the Council shall provide to Canada, Ontario and Québec, an attestation from a member of the *Appraisal Institute of Canada* confirming the rental value of the rented facility and that the rent to be charged is reasonable with regard to the local market. Internal charges shall be described as police facility costs and not as rent.
- 3.1.3 Unless an independent fire safety and occupational health and safety inspection has been held within the last three (3) years of this Agreement, the Council shall proceed, within the first year of the effective date of this Agreement, with such an inspection for each facility occupied by the Police Service. The independent inspection shall:
- a) be conducted by a professional who holds the required qualifications, as established by his or her level of education and experience, in order to proceed in a professional manner and in accordance with industry standards;
 - b) include a detailed report that is to be submitted by the Council to Canada, Ontario and Québec, outlining the author's qualifications and the findings of the inspection, including but not limited to the determination of compliance with all applicable laws, standards and guidelines; and
 - c) focus on compliance with the *National Building Code of Canada 2005* and the *National Fire Code of Canada 2005*, as amended from time to time, and include photographic evidence.
- 3.1.4 The Council recognizes that subsection 3.1 does not represent a commitment by Canada, Ontario or Quebec to fund the corrective actions required to remedy the deficiencies in the police facility. The Council may, however, rework the Police Service's budget set out in

Schedule "A", as permitted under Part IV of this Agreement, on the condition that these costs are eligible costs.

3.2 ACQUISITION OF MATERIAL AND EQUIPMENT

The Council, further to recommendations from the Chief of Police, shall supply material and equipment needed to provide police services, with the funds provided by Canada, Ontario and Québec and, in regards to firearms, in accordance with the applicable firearms statutes and regulations.

3.3 DISPOSAL OF MATERIAL AND EQUIPMENT

3.3.1 The Council is responsible for the maintenance of material and equipment of the Police Service.

3.3.2 The Council agrees to only 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 Council at fair market value. The proceeds of such sales, should they exceed \$5,000, shall be credited to Canada, Ontario and Québec in proportion to their initial contributions as set out in paragraph 4.2.2. The sum due to Canada, Ontario and Québec can be reimbursed to them:

- a) by 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, Ontario and Québec, 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, reimbursements due to Ontario shall be made to the Minister of Finance and reimbursements due to Québec shall be made to the Ministre des Finances du Québec); and*
- c) if sales of equipment exceed \$5,000, the proceeds do not need to be reimbursed if these proceeds are used towards the acquisition of material and equipment for the provision of police services and are included in the updated cashflow statement.

3.3.4 Upon the expiration or termination of this Agreement, the Council shall dispose of the Police Service material and equipment in accordance with subsection 6.7.

3.4 INSURANCE AND INDEMNITY

- 3.4.1 The Council shall contract and maintain a comprehensive general liability insurance covering the activities of the Council and the Police Service, and its members, its employees, officials and agents assigned to policing activities.
- 3.4.2 This insurance shall offer a protection of 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 Canada, Ontario and Québec with similar coverage and protection to that provided to the other insured parties and beneficiaries.
- 3.4.3 The Council shall contract and maintain insurance coverage of no less than two million dollars (\$2,000,000) for motor vehicles owned, used by or registered to the Police Service.
- 3.4.4 The Council shall provide Canada, Ontario and Québec 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.
- 3.4.5 The Council shall advise Canada, Ontario and Québec, without delay, if the insurer terminates or amends the insurance.
- 3.4.6 The Council shall indemnify and save harmless Canada, Ontario and Québec and their respective employees and agents and take up their defence from and against all claims, losses, damage, actions, causes of actions, costs and expenses or liabilities that may arise directly or indirectly out of any act, omission or delay or negligence on the part of the Council or the Police Service or its members, employees or agents in carrying out this Agreement. Such indemnity shall survive the termination or expiry of this Agreement for matters that occurred prior to the termination or expiry of this Agreement.
- 3.4.7 Canada, Ontario or Québec shall not be responsible for the death, or any bodily or personal injury or property damage of any nature whatsoever that the Council or its members, employees, agents or third parties may suffer or sustain, during the implementation of this Agreement.

PART IV

FUNDING ARRANGEMENTS FOR POLICING SERVICES

4.1 INFORMATION TO THE PUBLIC

- 4.1.1 The Council hereby agrees that Canada, Ontario and Québec may publicly announce their contribution with respect to funding of policing services in the form of a news release, a press briefing or conference, advertising, or otherwise. The Council shall provide Canada, Ontario and Québec with the required and reasonable assistance that Canada, Ontario and Québec deem necessary for the public announcement.
- 4.1.2 Unless otherwise stipulated in the requirements for publicly funded advertising, Canada, Ontario and Québec shall ensure that all public announcements of their funding contribution is made at the same time and recognize the contribution of the other Party.

4.2 FUNDING AMOUNT AND BUDGET

- 4.2.1 The maximum amount of the policing services costs funded by Canada, Ontario and Québec shall be established:

- a) by fiscal year beginning on April 1 of a calendar year and ending on March 31 of the subsequent calendar year; and
- b) in accordance with the budget in Schedule "A" of this Agreement at:

\$3,716,850.79 for fiscal year 2015-2016;

\$3,761,884.55 for fiscal year 2016-2017;

\$3,807,593.82 for fiscal year 2017-2018;

totalling \$11,286,329.16 for this Agreement as a whole.

- 4.2.2 The annual contributions of Canada, Ontario and Québec shall be established for each fiscal year in accordance with the following ratio: fifty-two percent (52%) for Canada, twenty-four percent (24%) for Ontario, and twenty-four percent (24%) for Québec. For each fiscal year, the respective contributions of Canada, Ontario and Québec shall be:

- a) for fiscal year 2015-2016:

\$1,932,762.41 for Canada;

\$ 892,044.19 for Ontario;

\$ 892,044.19 for Québec;

- b) for fiscal year 2016-2017:

\$1,956,179.97 for Canada;

\$ 902,852.29 for Ontario;
\$ 902,852.29 for Québec; and

- c) for fiscal year 2017-2018:
\$1,979,948.78 for Canada;
\$ 913,822.52 for Ontario;
\$ 913,822.52 for Québec.

4.2.3 The Council shall respect the budget set out in Schedule "A". However, it may reallocate funds between budget items, without authorization or preparing an amended budget, when a reallocation is up to the lesser of the following amounts:

- a) twenty percent (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 amount 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 Council shall obtain the written authorization of Canada, Ontario and Québec.

4.2.5 The Council shall also obtain the written authorization of Canada, Ontario and Québec to carry out a budgetary reallocation when the total reallocation exceeds 20% of the total contribution by Canada, Ontario and Québec 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 Canada, Ontario and Québec (see Schedule "B").

4.2.7 Budgetary reallocations shall be clearly identified in the quarterly cashflow statement referred to in paragraph 4.3.1.

4.3 PAYMENT SCHEDULE TERMS AND CONDITIONS

4.3.1 At the beginning of each fiscal year, the Council shall prepare a cashflow statement in accordance with the budget submitted in Schedule "A", and shall provide it to Canada, Ontario and Québec, upon the signing of this Agreement for the first fiscal year, or before April 15 of the fiscal year in question for a subsequent fiscal year. The cashflow statement shall be submitted in accordance with the requirements of Canada, Ontario and Québec (see Schedule "E"), and shall be updated biannually, including the statement of revenues and expenditures for the preceding semester and the projections for the future semester. The Council shall include general ledger entries pertinent to the Police Service.

4.3.2 The payment schedule for Canada is as follows: for each fiscal year covered by this Agreement, Canada shall pay the Council its annual contribution based on the following

terms: fifty percent (50%) of its share in July and October of each fiscal year covered by this Agreement.

4.3.3 The payment schedule for Ontario is as follows: for each fiscal year covered by this Agreement, Ontario shall pay the Council its annual contribution based on the following terms: twenty-five percent (25%) of its share on April 1st, July 1st, October 1st, and January 1st of each fiscal year covered by this Agreement.

4.3.4 The payment schedule for Québec is as follows: for each fiscal year covered by this Agreement, Québec shall pay the Council its annual contribution based on the following terms: twenty-five percent (25%) of its share by June 1st, August 1st, November 1st, and February 1st of each fiscal year covered by this Agreement.

4.3.5 Canada, Ontario and Québec may withhold their share if they have not received the cashflow statement referred to in paragraph 4.3.1 and/or any of the documents referred to in subsection 4.9 within the timeframes established in Schedule "C".

4.3.6 If funding has been received by the Council under a previous agreement and not spent, the Council acknowledges that it is owed to Canada, Ontario and Québec.

4.3.7 Canada, Ontario and Québec may authorize the Council to retain that amount as partial payment of their respective obligations and thus proportionally reduce their payments.

4.4 CONDITIONS OF FUNDING

4.4.1 The contribution of funds made by Canada, Ontario or Québec, under this Agreement, is contingent on:

- a) the existence of the annual appropriation required, granted by Parliament to Canada, 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, chapter F-11); and
- b) the existence of the annual appropriation required, granted by the Ontario Legislature and the Assemblée Nationale du Québec, to fund Aboriginal policing services for the fiscal year during which the payment of Ontario's and Québec's contributions are 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, Ontario or Québec may reduce their contribution or terminate this Agreement. Such a reduction or termination will take effect 30 days after receipt of a notice that Canada, Ontario or Québec shall provide to the other Parties.

4.4.3 In no event shall Canada, Ontario or Québec be required to pay more than the amounts set out in paragraph 4.2.2, unless this Agreement is amended pursuant to subsection 6.3.

- 4.4.4 The payment obligations of Canada, Ontario and Québec are separate and limited to the proportionate share identified in this Agreement. The payment obligations of Canada, Ontario and Québec are contingent upon the continued contribution of the funding, under this Agreement, by the other.
- 4.4.5 If, following the receipt of a notice with regards to a contribution reduction, the Council is of the opinion that it can no longer meet its obligations under this Agreement, it may, upon providing written notice to Canada, Ontario and Québec, terminate this Agreement thirty (30) days following the receipt of the notice by Canada, Ontario and Québec.
- 4.4.6 The Council declares that it does not owe any money to Canada, Ontario and Québec under any agreement or legislation.

4.5 UNEXPENDED FUNDING, CARRY-OVER AND DEFICIT

- 4.5.1 The carryover of unexpended funding is subject to the 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 Council to Canada, Ontario and Québec, prior to the end of the current fiscal year, and approved in writing by Canada, Ontario and Québec;
 - b) the cumulative unexpended funding established by this Agreement cannot exceed twenty percent (20%) of the current fiscal year contribution amount;
 - c) the request shall describe how the Council plans to use the unexpended funding and include any information required by Canada, Ontario and Québec, and shall be presented in accordance with their requirements (see Schedule "D");
 - d) unexpended funding carried over in this manner shall be used exclusively to deliver policing services in Akwesasne and, in particular, to continue delivering on FNPP objectives. Such unexpended funding shall be clearly identified in the biannual cashflow statement provided for in paragraph 4.3.1 and the annual audited financial statements provided for in paragraph 4.9.3; and
 - e) any unexpended funding remaining upon expiry of this Agreement constitutes a debt due to Canada, Ontario and Québec.
- 4.5.2 At the end of each fiscal year, any deficit remains the responsibility of the Council and cannot be forwarded to the next fiscal year.
- 4.5.3 The amounts set out in Schedule "A" shall not cover additional costs incurred in the event of an unforeseeable and exceptional event (including but not limited to health and safety matters and natural disasters), of a temporary nature and which have a significant impact on the Police Service's ability to maintain the peace, social order, public security and personal safety for Akwesasne.

- 4.5.4 In the event an exceptional circumstance occurs, the Parties agree to discuss the circumstances that have affected the budget shown in Schedule "A". Under these circumstances, should the Parties agree to change the level of funding, these changes shall be made by way of an amendment to this Agreement pursuant to subsection 6.3 or through a separate contribution agreement and cost-shared by Canada, Ontario and Québec at fifty-two percent (52%) for Canada and twenty-four percent (24%) each for Ontario and Québec.

4.6 ALLOCATION OF EXPENSES AND ADMISSIBLE COSTS

The Council, through the Police Commission, shall allocate contributions obtained under this Agreement exclusively to the following expenses:

- 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. Pay and benefits include overtime, Mandatory Employment Related Costs (MERCs), private pension plan contributions, other employee benefit plans, workers compensation programs, severance and other human resource-related contingent liabilities, isolation/remoteness pay, shift premiums, maternity leave, plain clothes allowances, sick leave, and employee assistance programs;
- b) Administrative expenses, which may include: office telephone and fax; postage and courier costs; office supplies; office furniture; office equipment purchases and leases (such as photocopiers); printing; translation services; standard bank fees, excluding interests and loans; and promotional or community relations items. Administrative expenses shall not exceed 15% of the total value of the this Agreement;
- c) Expenses, which are deemed reasonable through a detailed budget review, necessary to fulfil the roles and responsibilities of the police governing authority, including: travel (including: air fare, airport fees; bus fare; train; car rental and gas; taxi; parking and tolls; hotel accommodation; meals, not exceeding the amounts set in National Joint Council guidelines; and kilometer rates for the use of privately owned vehicles, not exceeding the rates set in National Joint Council guidelines); training; room rentals; and, honoraria;
- d) Police equipment, including but not limited to uniform/officer kit; provincially-approved use of force equipment (handcuffs, batons, guns, etc.); ammunition; photographic equipment; portable radios; and protective equipment (vests, helmets, shields, etc.);
- e) Transportation expenses and related equipment, including: vehicles, boats, ATVs, and snowmobiles, (including expenses for repairs and maintenance); licensing fees; fuel; accessories (including lights, sirens, and in-car video); moveable docks; and cargo shipping for employees in remote locations;
- f) Expenses related to employee travel to and from remote locations;
- g) Expenses related to prisoners' keep and escorts, unless there is a prior existing arrangement;

- h) Information technology and communications equipment and associated expenses, including: radios; computers and related information technology equipment, including but not limited to in-car information technology equipment; software; closed circuit television; internet; computer-aided dispatch and records management systems; electronic vehicle licensing information from the province/territory; Canadian Police Information Centre; pagers, cellular phones and tablets; satellite phones; dispatch equipment; moveable telecommunication towers attached to the police detachments; audio/visual aids; and repairs and maintenance for information technology and communications equipment;
- i) Training and recruitment expenses, including advertising; recruit assessment; travel to and from training, as well as training allowances to defray living expenses while in training (deemed reasonable through a detailed budget review and not exceeding National Joint Council guideline amounts); promotional exams; re-qualification training; drivers' education; and training/upgrading required to allow otherwise unqualified candidates to meet minimum hiring standards (e.g. high school upgrade);
- j) Rent subsidies for housing of officers, where applicable;
- k) Police facility costs, including: rent assessed at fair market value or equivalent costs; costs associated with fire safety and occupational health and safety inspections; costs associated with maintenance; costs associated with environmental assessment and remediation; utilities such as electricity, sewer and water, and heating; minor repairs; alarm systems; janitorial equipment; and ground maintenance supplies;
- l) Policing infrastructure expenditures when the police facility is owned by the First Nation Community, as defined as:
 - a. renovation of an existing police facility;
 - b. onsite construction of a new, permanent police facility; and
 - c. 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.

4.7 DECLARATIONS OF THE RECIPIENT

- 4.7.1 The Council declares that the Budget in Schedule "A" describes all funds from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement.
- 4.7.2 If any funds provided by another federal or provincial department or agency are used directly or indirectly, in whole or in part, to attain the objective of this Agreement, then

Canada, Ontario and Québec may reduce their respective contribution or request a total or partial reimbursement of such an amount. The amount of the reduction or the reimbursement due to Canada, Ontario or Québec is equal to the amounts provided by the other federal or provincial department or agency. Canada, Ontario or Québec must notify the other parties in writing of the amount of the reduction carried out and may agree upon a smaller amount to be due.

4.8 MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS

The Council shall:

- a) maintain separate accounting records, clearly identifying revenues and expenditures for the provisions of policing services;
- b) maintain financial records with respect to the funds provided under this Agreement in accordance with generally accepted accounting principles as prescribed in the Canadian generally accepted accounting principles for local governments recommended by the Public Sector Accounting Board (PSAB) of the Canadian Institute of Chartered Accountants (CICA), including records of all expenditures made by the Council in relation to policing services and invoices, receipts and vouchers relating thereto;
- c) retain all materials and records relating to this Agreement and upon this Agreement taking effect, for a period of no less than five (5) years following the expiry or termination of this Agreement; and
- d) provide Canada, Ontario and Québec with access to the facilities with 14 business day notice and shall make available to them any supporting documents, books and records, registers or other documents when requested. The Council shall provide Canada, Ontario and Québec with copies of records and registers when requested.

4.9 REPORTING

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

- a) the complement of the Police Service's police and civilian personnel, including an organization chart;
- b) the Police Service's hiring and training activities;
- c) statistical data on caseload information handled by the Police Service;
- d) activities and programs delivered by the Police Service 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 Service, including the nature of the complaints; and
 - h) if the Council has established a Police Commission to assist him in carrying out his responsibilities' under this Agreement, the composition of the Police Commission, the number of meetings held and a description of the Police Commission's activities over the past year.
- 4.9.2 When requested by Canada, Ontario or Québec, the Council shall provide copies of the minutes of the Police Commission's meetings, if the Council has established a Police Commission to assist him in carrying out his responsibilities' under this Agreement, and shall include in its report any recommendations made by the Police Commission and implemented by the Police Service and/or the Council.
- 4.9.3 Within six (6) months following the end of each fiscal year, the Council shall provide Canada, Ontario and Québec with an audited financial statement of the previous fiscal year that complies with the following requirements:
- a) the statement has been audited in accordance with Canadian generally accepted accounting principles for local governments recommended by the Public Sector Accounting Board (PSAB) of the Canadian Institute of Chartered Accountants (CICA);
 - b) it includes in particular an income and expense statement for all the funding received and expenses incurred for the delivery of policing services;
 - c) it relates specifically to the delivery of policing services; and
 - d) it was prepared by Chartered Professional Accountants (CPA) who are independent of the Council and are active members in good standing.
- 4.9.4 Within thirty (30) days following the end of each semester in a fiscal year, the Council shall provide Canada, Ontario and Québec with the updated cashflow statement referred to in paragraph 4.3.1, including the income and expense statement for the previous semester and projections for the upcoming semester, presented in accordance with their requirements.
- 4.9.5 The Council shall provide supportive documents requested by Canada, Ontario and Québec for the audited financial statement referred to in paragraph 4.9.3 or the cashflow statement referred to in paragraph 4.3.1.
- 4.9.6 The Council shall provide Canada, Ontario and Québec with any additional information that Canada, Ontario and Québec deem necessary for the purposes of this Agreement.

4.9.7 The Council shall provide in writing to Canada, Ontario and Québec an inventory of weapons of the Police Service:

- a) within 30 days of the commencement of this Agreement;
- b) by May 1st of every year of this Agreement;
- c) at the end of the term of this Agreement, whether by expiration or termination; and
- d) without delay, upon request from Québec or Ontario.

4.10 OVERPAYMENT

4.10.1 The Council is deemed to have received an overpayment of contributions provided by Canada, Ontario and Québec under this Agreement in the following circumstances:

- a) sums were paid to the Council but remained unexpended by the end of the last fiscal year covered by this Agreement or the date of termination of this Agreement;
- b) the Council's financial statements, audited by an independent certified accountant, have been completed and an overpayment has been identified as a result of inadmissible expenditures or costs;
- c) Canada, Ontario or Québec carries out a financial analysis or audits the financial statements of the Council and an overpayment is identified as a result of inadmissible expenditures or costs; or
- d) for any other reason, the Council was not entitled to the contributions, or Canada, Ontario and Québec determine that the sums paid exceed the amount to which the Council was entitled.

4.10.2 The Council recognizes that an expenditure or cost may be deemed inadmissible where there is no related invoice, receipt or other supporting document or where, in the opinion of Canada, Ontario or Québec, the expenditure or cost cannot be substantiated.

4.10.3 Any overpayment is then considered a debt to Canada, Ontario and Québec, at their respective rate of funding, and due by the Council. The overpayment shall be repaid to them no later than thirty (30) days following the date of receipt of notice from Canada, Ontario or Québec. If, however, the overpayment has been identified in the audited financial statement, as set out in paragraph 4.9.3, then the due date for the reimbursement shall be the date of the submission to Canada, Ontario and Québec, of the audited financial statement. *(Note: reimbursements due to Canada shall be made to the Receiver General of Canada, reimbursements due to Ontario shall be made to Minister of Finance and reimbursements due to Québec shall be made to the Ministre des Finances du Québec).*

4.10.4 Any surplus funds may be offset by reducing any other contributions made by Canada, Ontario and Québec.

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

4.12.1 The Council agrees that Canada, Ontario or Québec may appoint independent auditors, at their expense, during the term of this Agreement and within five (5) years following the expiry or termination thereof to review the records maintained by the Council in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by Canada, Ontario and Québec and the consistent application of generally accepted accounting principles in the maintenance of financial records.

4.12.2 The Council shall provide independent auditors with access, without charge, to the facilities during regular business hours within one hundred twenty (120) hours after receiving written notification and shall make available to them any supporting document, record, register or other document when requested. The Council shall provide the independent auditors with copies of records and registers when requested, without charge.

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 (www.publicsafety.gc.ca).

4.13 ASSIGNMENT AND SUBCONTRACTING

4.13.1 The Council shall not encumber or assign its rights under this Agreement without the written permission of Canada, Ontario and Québec.

4.13.2 The Council may delegate 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 subcontractor.

4.13.3 In all contracts it awards, the Council shall, if applicable, require that each subcontractor agrees in writing to abide by the terms and conditions of this Agreement. These terms and conditions shall apply to the subcontractor's work, the services provided by the subcontractor and property acquired by the subcontractor on the Council's behalf. The Council shall, when so requested by Canada, Ontario or Québec, provide a copy of the contract with any subcontractor with which the Council 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, Ontario 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, Ontario's and Québec'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, chapter P-1.01), the *Conflict of Interest Act* (S.C. 2006, chapter 9), or the *Values and Ethics Code for the Public Sector*.

5.2 LOBBYING

Any person lobbying on behalf of the Council must comply with the *Lobbying Act* (R.S.C. 1985, chapter 44) and any relevant provincial legislation. *Note: This Act does not apply to members of council of a band as defined in subsection 2(1) of the Indian Act) or of the council of an Indian Band established by an Act of Parliament, persons on their staff or employees of such a council when they are acting in their official capacity.)*

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

5.5 DISCLOSURE

- 5.5.1 Information gathered by the Parties in carrying out this Agreement is subject to the rights and protection contained under pertinent federal and provincial legislation, regarding access to information and privacy.
 - 5.5.2 Canada, Ontario and Québec 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.
 - 5.5.3 The Council authorizes Canada, Ontario and Québec 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.
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PART VI

FINAL PROVISIONS

6.1 ACCOUNTABILITY OF THE COUNCIL

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

6.2 LIAISON COMMITTEE

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

6.3 AMENDMENT

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

6.4 DEFAULT

6.4.1 Where there is default, or there is, in the opinion of Canada, Ontario or Québec, a likelihood of default of the Council or the Police Service obligations under this Agreement or where the Council, the Police Service, or one of their representatives, agents or subcontractors makes or has made a false or misleading statement, Canada, Ontario and Québec may:

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

Where, in the opinion of Canada, Ontario or Québec, the Police Service is no longer able to deliver the policing services funded under this Agreement, and where Akwesasne disagrees, the Parties shall proceed to dispute resolution as specified in paragraph 6.5.

6.4.2 Where there is such default, Canada, Ontario or Québec 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 Council does not remedy the default or has not provided a plan to remedy the default within thirty (30) days.

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

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, any Party may then submit the matter to a Court of competent jurisdiction unless one of the Parties chooses to terminate this Agreement in accordance with subsection 6.6.

6.6 TERMINATION

- 6.6.1 Unless the Parties otherwise agree, this Agreement may be terminated by any Party upon ninety (90) days' notice in writing to the other Parties.
- 6.6.2 Upon the termination or expiry of this Agreement, the Liaison Committee shall recommend appropriate transitional provisions.

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

- 6.7.1 Upon termination or expiry of this Agreement, if it is not being renewed, the Council shall:
 - a) provide Canada, Ontario and Québec a complete inventory of weapons of the Police Service, including intermediary weapons;
 - b) as agreed to between Ontario and Québec, remit immediately to the provincial police, Ontario Provincial Police or Sureté du Québec, all documents, files, evidence and seized weapons or weapons under the control of the Police Service, including intermediary weapons;
 - c) in the event all material and equipment acquired with funds provided under this Agreement ceases to be used for policing purposes, they shall be sold at market value;

- d) pay all the amounts due for goods and services provided under this Agreement before its termination or expiry;
- e) reimburse Canada, Ontario 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; and
- f) reimburse Canada, Ontario and Québec any other funds due to them under this Agreement in accordance with the terms and conditions covering each of these sums.

6.7.2 The proceeds of this sale shall be considered as an amount owing to Canada, Ontario and Québec in proportion to their 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, reimbursements due to Ontario shall be made to the Minister of Finance and reimbursements due to Québec shall be made to the Ministre des Finances du Québec.)*

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, 6.1 and 6.7, and paragraphs 4.7.2 and 4.8 c) 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 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: Emergency Management and Programs Branch
 First Nations Policing Program (FNPP)
 Public Safety Canada
 340 Laurier Avenue West, 12th Floor
 Ottawa, Ontario K1A 0P8
 Fax: (613) 944-4915

Attention: Regional Manager

cc: Emergency Management and Programs Branch
First Nations Policing Program (FNPP)
Public Safety Canada
269 Laurier Avenue West, 9th Floor
Ottawa, Ontario K1A 0P8
Fax: (613) 991-0961

For Ontario: Minister of Community Safety and Correctional Services
25 Grosvenor Street, 12th Floor
Toronto, Ontario M7A 1Y6
Fax: (416) 327-0469

Attention: Director, First Nations Policing

For Québec : Direction principale de la Sécurité dans les palais de
Justice et des Affaires autochtones et du Nord
Direction des Affaires autochtones
Ministère de la Sécurité publique
2525 boulevard Laurier,
Québec, (Québec) G1V 2L2
Fax: (418) 646-1869

For the Council: The Mohawk Council of Akwesasne
Att/ Akwesasne Mohawk Police Commission
P.O. Box 579
Cornwall, Ontario K6H 5T3
Fax: (613) 575-2884

Attention: Grand Chief

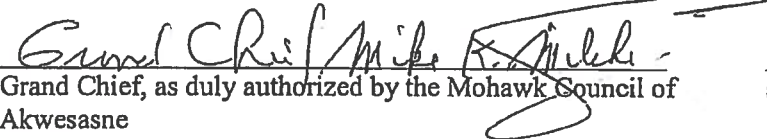
6.9.2 Each Party shall notify the other Parties in writing of any change of address or fax number.

6.10 DURATION OF THIS AGREEMENT

This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from April 1, 2015 to March 31, 2018 unless it is terminated in accordance with subsection 6.6 or extended by written agreement between the Parties.

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

On behalf of the MOHAWK COUNCIL OF AKWESASNE, by


Grand Chief, as duly authorized by the Mohawk Council of
Akwesasne

June 26/2015
signed on

On behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA, by


THE MINISTER OF PUBLIC SAFETY AND
EMERGENCY PREPAREDNESS

JUN 01 2015
signed on

On behalf of HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, by


THE MINISTER OF COMMUNITY SAFETY
AND CORRECTIONAL SERVICES

JUN 10 2015
signed on

On behalf of THE GOUVERNEMENT DU QUÉBEC, by


LA MINISTRE DE LA SÉCURITÉ PUBLIQUE

22/07/2015
signed on

and


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

26/8/15
signed on

and


LE MINISTRE RESPONSABLE DES AFFAIRES
AUTOCHTONES

11/08/2015
signed on

SCHEDULE A
(Police Service Budget)

	2015-2016	2016-2017	2017-2018
Number of Officers	24.0	24.0	24.0
Revenue Sources	BUDGET		
	2015-2016	2016-2017	2017-2018
Contribution of Canada	\$1,932,762.41	\$1,956,179.97	\$1,979,948.78
Contribution of Ontario	\$892,044.19	\$902,852.29	\$913,822.52
Contribution of Québec	\$892,044.19	\$902,852.29	\$913,822.52
Total Revenues	\$3,716,850.79	\$3,761,884.55	\$3,807,593.82
Percentage (Canada)	52%	52%	52%
Percentage (Ontario)	24%	24%	24%
Percentage (Québec)	24%	24%	24%
Proposed cost categories (Proposed eligible cost categories)			
Pay and benefits	\$2,930,861.79	\$2,975,895.55	\$3,021,604.82
Administrative expenses	\$349,746.00	\$349,746.00	\$349,746.00
Expenses, which are deemed reasonable through a detailed budget review, necessary to fulfil the roles and responsibilities of the police governing authority	\$32,800.00	\$32,800.00	\$32,800.00
Police Equipment	\$69,750.00	\$69,750.00	\$69,750.00
Transportation Expenses and related equipment	\$127,500.00	\$127,500.00	\$127,500.00
Expenses related to employee travel to and from remote locations			
Expenses related to prisoners' keep and escorts			
Information technology and communications equipment			
Training and recruitment expenses	\$38,693.00	\$38,693.00	\$38,693.00
Rent subsidies for housing for officers			
Police facility costs	\$84,000.00	\$84,000.00	\$84,000.00
Policing infrastructure expenditures			
Insurance premiums	\$30,000.00	\$30,000.00	\$30,000.00
Legal costs	\$50,000.00	\$50,000.00	\$50,000.00
Professional Fees	\$3,500.00	\$3,500.00	\$3,500.00
Total eligible proposed costs	\$3,716,850.79	\$3,761,884.55	\$3,807,593.82

SCHEDULE B **(Request and Approval Form for Unexpended Funding** **Deferral and Reallocation of Funding Form)**

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

Agency/Division: _____ Fiscal Year: _____ Approved/Not Approved: _____	Page Number: _____ Approved/Not Approved: _____
--	--

SECTION 1: REQUEST FOR FUNDING DEFERRAL AND REALLOCATION OF FUNDING

- ☐ Unexpended funding deferral to the next fiscal year
- ☐ Reallocation of funds between eligible cost categories
- ☐ Reallocation of funds to a new eligible cost category
- ☐ Reallocation of funds after removal of an eligible cost category

Revenue sources	Approved budget for 2018-2019	Current 2018-2019	Red/Revised 2018-2019	Forecasted budget for 2019-2020
Government of Canada				
Contributions of the Province				
Total Revenue	\$0.00	\$0.00	\$0.00	\$0.00
% (Canada)	\$0.00%	\$0.00%	\$0.00%	\$0.00%
% (Province)	\$0.00%	\$0.00%	\$0.00%	\$0.00%
Proposed eligible cost categories*				
Salaries and benefits				
Administrative expenses				
Police equipment				
Information technology & communications equipment				
Printing and related categories				
Police facility costs				
Police vehicle				
Police costs				
Police training and continuing fees				
Expenses for evaluation of activities of police service				
Total eligible proposed costs	\$0.00	\$0.00	\$0.00	\$0.00

SECTION 2: JUSTIFICATION FOR FUNDING DEFERRAL AND REALLOCATION OF FUNDING

Justify the reasons for the deferral of the unexpended funding and/or the reallocation of funding between eligible cost categories including the removal and/or the addition of new eligible cost categories as per the FMP/Te m/AC-110-110.

SECTION 3: APPROVAL

Program Officer Recommendation

Chief of Police/Commander

Signature

Approved/Not Approved

Final Decision/Approval

INSTRUCTIONS

Requests to defer unexpended funding from the previous year must be submitted by the department to the cost categories, including the removal of existing eligible cost category, and a justification of how eligible cost category should be determined as set out in the form.

I. Instructions for requests to defer unexpended funding

- 1. Column E - Approved Budget** - From Cell E14 to E32 enter the following amounts for the year of the request for the approved agreement:
- In Cell E14 enter Public Safety's (PS) contribution amount as per the approved agreement
 - In Cell E15 enter the Province contribution amount as per the approved agreement
 - From Cell E20 to E32 enter the total contribution (PS and the Province) by eligible category as per the approved agreement

- 2. Column F - Deferred amounts** - From Cell F14 to F32 enter the amounts that you wish to defer to the next fiscal year as follows:
- In Cell F14 enter the total of PS contribution amount that you wish to defer
 - In Cell F15 enter the total of the Province contribution amount that you wish to defer
 - From Cell F20 to F32 enter the total amounts (PS and the Province) that you wish to defer by eligible cost category

- 3. Column G - Forecasted budget** - From Cell G14 to G32 enter the following amounts for the next fiscal year when you would like to use the unexpended funding:
- In Cell G14 enter PS contribution amount as per the approved agreement
 - In Cell G15 enter the Province contribution amount as per the approved agreement
 - From Cell G20 to G32 enter the total of PS and the Province contribution amount by eligible cost category as per the approved agreement

- 4. Justification** In Cell B34 briefly justify why the deferral of unexpended funding is required. Enter in this section the print name and title of the appropriate authority that will sign and date the request.

II. Instructions for requests to reallocate funding

- 1. Column E - Approved Budget** - From Cell E14 to E32 enter the following amounts for the year affected by the reallocation of funds:
- In Cell E14 enter Public Safety's contribution amount as per the approved agreement
 - In Cell E15 enter the Province contribution amount as per the approved agreement
 - From Cell E20 to E32 enter the total contribution amounts (PS and the Province) by eligible category as per the approved agreement

- 2. Column G - Reallocated amounts** - From Cell G14 to G32 enter the amounts that you wish to reallocate as follows:
- In Cell G14 enter the total of PS contribution amount that you wish to reallocate
 - In Cell G15 enter the total of the Province contribution amount that you wish to reallocate
 - From Cell G20 to G32 enter the total amounts (PS and the Province) that you wish to reallocate by eligible category

- 3. Column F - Forecasted budget** - From Cell H14 to H32 enter the new budget amounts including the reallocated amounts as follows:
- In Cell H14 enter the total of PS contribution amount as per the approved agreement (same as E14)
 - In Cell H15 enter the total of the Province contribution amount as per the approved agreement (same as E15)
 - From Cell H20 to H32 enter the total of PS and the Province contribution amounts including the reallocated funding by eligible cost category

- 4. Justification** In Cell B34 briefly justify why the reallocation of funding between categories or to a new category is required. Enter in this section the print name and title of the appropriate authority that will sign and date the request.

SCHEDULE C
(Due Dates)

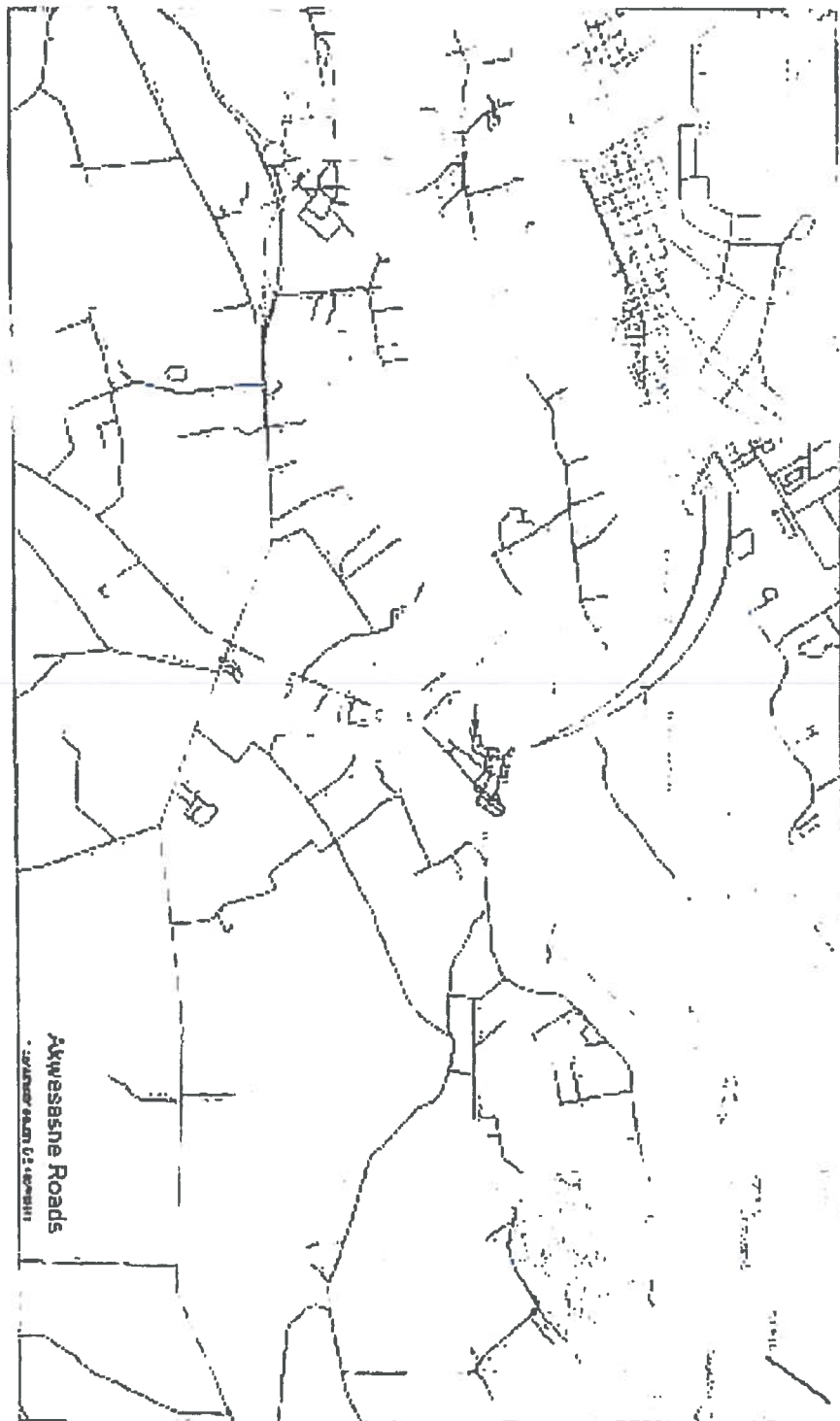
Paragraph	Document to Be Produced by the Council	Time Frame
3.1.2	Certification of rental value	<ul style="list-style-type: none"> • Within the 1st year of the effective date of this Agreement
3.1.3	Fire safety and occupational health and safety inspection report	<ul style="list-style-type: none"> • Within the 1st year of the effective date of this Agreement
3.4.4	Proof of insurance coverage	<ul style="list-style-type: none"> • Within 30 days of the effective date of this Agreement • Within 30 days of renewal or of any amendment to the coverage
4.3.1	Cashflow statement General Ledger entries	<ul style="list-style-type: none"> • When the Agreement is signed • By April 15 of each subsequent fiscal year
4.9.1	Annual report of the activities of the Police Service	<ul style="list-style-type: none"> • Within four (4) months following the end of each fiscal year
4.9.3	Audited financial statements	<ul style="list-style-type: none"> • Within six (6) months following the end of each fiscal year
4.9.4	Updated cashflow statement	<ul style="list-style-type: none"> • Within 30 days following the end of each semester
4.9.7	Inventory of weapons available to the Police Service, including intermediate weapons	<ul style="list-style-type: none"> • Within 30 days of the effective date of this Agreement • By May 1st of each fiscal year • Upon expiry or termination

Notice: Failure by the Council to produce a document on the list within the time frame established constitutes default pursuant to subsection 6.4 and gives Canada, Ontario and Québec the right to suspend payment of their respective contributions.

[illegible]

SCHEDULE E **(Cashflow Statement)**

CASHFLOW STATEMENT - FIRST NATIONS POLICING PROGRAM (FNPP)									
Description of Program Activities	Fiscal Year 2000-2001		Fiscal Year 2001-2002		Fiscal Year 2002-2003		Fiscal Year 2003-2004		Total
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	
Operating Expenses									
Salaries and Wages	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	4,938,272
Benefits	345,678	345,678	345,678	345,678	345,678	345,678	345,678	345,678	1,382,702
Travel	12,345	12,345	12,345	12,345	12,345	12,345	12,345	12,345	49,380
Telephone	5,678	5,678	5,678	5,678	5,678	5,678	5,678	5,678	22,710
Postage	3,456	3,456	3,456	3,456	3,456	3,456	3,456	3,456	13,824
Supplies	2,345	2,345	2,345	2,345	2,345	2,345	2,345	2,345	9,380
Repairs and Maintenance	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	4,938
Utilities	987	987	987	987	987	987	987	987	3,948
Insurance	765	765	765	765	765	765	765	765	3,060
Depreciation	654	654	654	654	654	654	654	654	2,616
Amortization	543	543	543	543	543	543	543	543	2,172
Other Operating Expenses	432	432	432	432	432	432	432	432	1,728
Total Operating Expenses	2,367,890	2,367,890	2,367,890	2,367,890	2,367,890	2,367,890	2,367,890	2,367,890	9,471,560
Capital Expenses									
Equipment	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	400,000
Buildings	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	800,000
Infrastructure	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	200,000
Other Capital Expenses	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	100,000
Total Capital Expenses	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	1,500,000
Financing Activities									
Loans	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	400,000
Grants	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	800,000
Other Financing Activities	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	200,000
Total Financing Activities	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	1,400,000
Total Cashflow	327,110	327,110	327,110	327,110	327,110	327,110	327,110	327,110	1,321,560



SCHEDULE G
(Regulation on Internal Discipline)

Disciplinary Measures Guidelines for Supervisors/Managers

AKWESASNE MOHAWK POLICE

(A) PURPOSE

These guidelines are to assist supervisors and managers in maintaining a consistent approach to determining appropriate discipline. The aim of progressive discipline is to rectify undesirable behaviour in all but the most serious cases. As such, disciplinary measures are not appropriate for cases involving non-culpable behaviour such as non-blameworthy performance problems, incompetence, bona fide illness/injury, substance abuse or innocent absenteeism. Culpable or blameworthy performance issues may be dealt with by way of the progressive discipline process outlined below

(B) PROGRESSIVE DISCIPLINE

The purpose of progressive discipline is to give employees the opportunity to benefit from corrective action before more serious disciplinary action is taken. The four steps which may or may not be followed in sequence (depending upon the circumstances) include:

- (1) verbal warning/reprimand
- (2) written warning/reprimand
- (3) suspension without pay, and/or demotions of a fixed term duration;
- (4) termination/dismissal

Depending upon the seriousness of the offense, the employee's previous disciplinary record and any mitigating circumstances, the employer may be justified in skipping any of the above-noted steps.

(1) Verbal Warning/Reprimand

If informal counselling sessions with an employee do not resolve a disciplinary problem of a minor or less serious nature, then the employee should be given a verbal warning

Verbal warnings should be given in private. The employee should be advised of the specific misconduct for which he/she is being disciplined. If prior counselling sessions have been given for the same misconduct this should be noted

The verbal warning should be documented by the supervisor/manager. The supervisor/manager should keep anecdotal notes of the details of the incident giving rise to objectionable conduct which will result in further disciplinary action up to and including termination of employment.

(2) Written Warning/Reprimand

The written warning is a formal warning that an employee's conduct is unacceptable. Written warnings should be given in private by the supervisor/manager, directly to the employee. A copy of the warning will be placed on the employee's personnel file.

Where it is impossible or impractical to hand deliver a written warning the warning may be sent by registered mail to the last known home address on file with the Department.

The written warning should clearly specify:

- the nature of the offense or infraction;
- the fact that a meeting took place to discuss the matter;
- whether an oral warning or a counseling session had been given for this behaviour in the past;
- a statement indicating that "further incidents will result in more severe disciplinary measures up to and including discharge from employment."

(3) (a) Suspension Without Pay

Suspensions without pay are given for major/serious offenses. The letter of suspensions should be given in private to the employee. The suspension without pay must be clearly set out in a letter to the offending employee indicating:

- the incident giving rise to the suspension including the general nature of the offensive behaviour;
- the fact that a meeting took place to discuss the matter;
- whether any previous discipline has been imposed for the same or similar behaviour;
- indicate the date(s) that the suspension will be served;
- include a reminder that further occurrences will result in more severe discipline up to and including discharge from employment.

(b) Disciplinary Demotion

Temporary demotion or transfer to a lower-rated position is an appropriate disciplinary penalty where blameworthy, willful conduct undermines the competence of the employee to do his/her job, and there is reason to believe that the employee will improve with the corrective discipline. The unacceptable conduct for which the demotion is given must be job-related.

Demotion or Transfer to a lower-rated position is inappropriate where the misconduct is not job-related or where the demotion is of an indefinite nature.

The employee should be provided with notice in writing:

- setting out the circumstances given rise to the direction;

- the fact that a meeting took place to discuss the matter;
- any previous discipline imposed, where applicable;
- the period of time during which the employee will serve in the lower-rated position and the date that the employee will be returned to his/her position;
- that further incidents shall result in further disciplinary action up to and including discharge

(4) Discharge/Dismissal from Employment

Dismissal is generally saved for the most serious offenses where the employee has clearly not taken to correct his/her behaviour after lesser disciplinary measures have been applied. Discharge may also be appropriate where the incident given rise to the dismissal is the "culminating incident" after a history of related and unrelated misconduct for which discipline has been imposed

In order to terminate on the basis of the "culminating incident", the employee must have been warned that further incidents of misconduct would result in the termination of employment. Discharge may also be the appropriate disciplinary response in first instances of very serious misconduct such as fraud, theft, or gross insubordination.

Depending upon the circumstances, where dismissal is a possibility, the Department may wish to immediately suspend with or without pay, pending investigation of the incident by the employer and final determination of the matter.

The supervisor/manager should investigate the alleged incident, obtaining statement(s) from witnesses, where applicable, and document the findings of the investigation. The report of the investigation including any anecdotal notes, documents and witness statements should be forwarded to Human Resources for consideration of the appropriate penalty. *The decision to terminate or not will ultimately be determined by hearing before the Police Commission. The officer affected by the decision should be provided with a statement outlining the particulars of the offense(s) and material facts. The officer will be provided with 10 days notice of the intent of the Police Commission to hold a hearing to determine the matter. The individual should be advised that they should attend the hearing and give representations with respect to the issues raised in the notice. The officer may be represented by counsel if so desired and the proceedings should be recorded.*

The decision of the commission should be reduced to writing and provided to the officer. The decision of the Commission will be considered final and binding unless a right of appeal to the Mohawk Council of Akwesasne is provided for.

The Termination Meeting

In the event that termination is determined to be the appropriate disciplinary response, the Chief of Police and one other member of the management team shall meet in private with the employee at which time the employee will be provided with a letter indicating the following:

- that the employee's employment is terminated immediately for cause;
- the general details of the incident(s)/reasons giving rise to the termination;
- any previous disciplinary action taken;

The letter of termination should be copied to the Human Resources Department. The meeting should be kept brief. The employee should be asked to return any Company property, including keys that he/she have in their possession.

In the event that the employee refuses to attend a meeting with the employer, the Union should be so advised and the employee should be sent the letter of termination by Registered Mail to the last known address on file with the Corporation.

If after investigation it is determined that termination if employment is not warranted, the employee should be provided with a letter confirming the suspension without pay, where applicable, as well as the nature of the offense for which the suspension is given, reference to past discipline, and an indication that further offenses will be subject to more severe disciplinary measures

(C) FACTORS AFFECTING THE PENALTY IMPOSED

In all cases where disciplinary action is contemplated, it is important to ascertain that the corrective measure to be applied is consistent with the particular circumstances surrounding the infraction. The following should be taken into consideration in determining the penalty to be imposed:

(i) Seriousness of the Infraction

An infraction is composed of two parts. The first part relates to the actual offense. The second part relates to the effect or potential effect of the offense on the operational unit.

(ii) Effect or Potential Effect of Infraction

If the effect or potential effect on the operational unit is great, then the appropriate penalty will lean towards more severe discipline. The range of penalties, outlined in the Disciplinary Guidelines Section of this document, is intended to apply in normal circumstances. In an extraordinary situation, the penalty could far exceed the maximum penalty indicated. The appropriate discipline might be discharge.

(iii) Uniformity of Application

This factor is of prime importance and is one of the major reasons for the existence of this Policy. It is important that discipline for similar offences in similar circumstances be applied consistently for two reasons:

- (1) From a staff relations perspective, employee reaction will be better with the knowledge that the discipline policy is applied fairly and consistently to all employees;
- (2) In the legal sense, courts and adjudicators tend to look with disfavour on Employers who are inconsistent in their approach to discipline

It is necessary to investigate and determine what penalty has been applied in the past in similar circumstances. Therefore, Human Resources should be consulted in this regard. You may also wish to consult with legal counsel.

(iv) Prior Warnings

Repeated occurrences of the same offense, when documentation exists that prior verbal and written warnings did occur, increase the degree of penalty that is appropriate. Generally, warnings are required before any discipline may be applied.

Although in the normal course of events verbal and written warnings are required, there may be instances where misconduct is so serious that suspension may be warranted.

(v) Momentary Aberration or Premeditated Act

The discipline which is imposed upon an employee could be affected by whether or not the action arose as a result of an impulsive act or whether it was premeditated. Generally, an impulsive act would tend to be subject to a lesser degree of penalty than a premeditated act.

(vi) Provocation

The consideration as to whether or not an employee was provoked into action enters into the determination of the degree of penalty.

Provocation does not absolve the employee of responsibility for their actions, but the existence of provocation might be a mitigating factor in considering discipline.

(vii) Misunderstanding

In areas such as rules, regulations and performance standards, the onus is on the Employer to make sure that the employee is aware of, and understands what is expected. Lack of knowledge and/or understanding of what is expected in such situations generally does not give rise to discipline.

Certain areas may exist where misunderstanding on the part of the employee does warrant disciplinary action. However, misunderstanding can affect the degree of penalty imposed.

(viii) Seniority

An employee's length of service will have a bearing on the degree of penalty which may be applied. An employee with a long and unblemished service record will, in all likelihood, be treated more leniently than a recent hire for the same offense.

(ix) Past Performance

Another factor in the determination of the applicable penalty is the employee's previous disciplinary record.

(x) General Comments

Uniformity is an important factor in applying discipline.

Mitigating circumstances may well require variations in the supervisor's response to apparently similar offences, but whatever the response, it must be made evident to all employees that disciplinary actions depend upon the nature of the offense and the attendant circumstances.

When mitigating circumstances exist which affect the degree of penalty to be applied, such circumstances should be fully documented by managers and supervisors so as not to set a precedent and prejudice a penalty which may be applied at a later date for the same type of offense but where no mitigating circumstances exist.

(D) DOCUMENTING DISCIPLINARY PROBLEMS

Throughout the discussion of the various types of disciplinary actions available to supervisors, the importance of making and keeping records is emphasized. It is part of the supervisor's responsibility and duty to keep records of an employee's performance and/or conduct.

A record of the disciplinary action must be placed on the Personnel File of the employee concerned. However, nothing of a disciplinary nature should be placed on the employee file without the knowledge of the employee.

Supervisors should consider the following in preparing and maintaining records and/or supervisory reports:

- (i) The records of an employee's performance/behaviour must be as complete and detailed as possible.
- (ii) The record must be dated and signed by the supervisor.
- (iii) The record must state the action taken by the supervisor to remedy performance/behavioral problems
- (iv) Both performance/behavioral problems and the effect or potential effect of these problems must be recorded.

(v) Those factors which were considered as affecting the degree of penalty for performance/behavioral problems should be specified

(vi) The record must be objective.

(E) ONE PENALTY FOR ONE OFFENSE

An employee may not be disciplined more than once for the same offense

AKWESASNE MOHAWK POLICE
Disciplinary Measures Policy

I INTRODUCTION AND PURPOSE

All employees of the Akwesasne Mohawk Police Department share a common goal to provide the best possible policing service to the Akwesasne community.

The Department operates on the premise that problems which may arise, from time to time, can be effectively resolved through open dialogue between employees and management. The purpose of this policy is to make employees aware of the types of conduct that the Department considers to be unacceptable in the workplace

A disciplinary measure is a sanction imposed upon an employee who has committed an unacceptable act, failed to perform an action or otherwise behaved in a manner contrary to Department and/or Council directives, policies, professional standards or established rules and regulations.

The aim of the disciplinary measure imposed is to rectify undesirable behavior. The Department's philosophy is that disciplinary action should be corrective rather than punitive. The objective is to encourage employees to change unacceptable behavior and to deter similar acts of behavior in order to achieve the overall goals of the Department and Council

II APPLICATION

The provisions of this policy apply to all employees of the Akwesasne Mohawk Police.

III PROGRESSIVE DISCIPLINE

The Police Service recognizes the principle of progressive discipline. The objects of progressive discipline are positive, to reform unacceptable conduct, to deter others from similar behavior and to maintain consistency of treatment. In most cases this means that the employee is provided with an opportunity to take corrective action before more serious disciplinary action is taken. The four steps generally referred to as progressive discipline include:

- (1) Verbal Warning or Reprimand
- (2) Written Warning or Reprimand
- (3) Suspension Without Pay
- (4) Dismissal or Discharge

Depending upon the severity of the misconduct, any of the above steps may be skipped.

IV EXAMPLES OF UNACCEPTABLE BEHAVIOR AND PENALTIES

The following is a sampling of unacceptable conduct and the type of penalty which might result from the respective infraction. It is by no means and exhaustive list of unacceptable conduct, nor is the sample penalty the only penalty that the infraction might warrant. For example, depending upon the circumstances, insubordinate conduct by one individual may result in a written warning, while for another, a three day suspension without pay. The difference in sanction may for example, be a result of differing previous disciplinary records.

(1) Verbal Reprimands

Types of behavior, which on a first occurrence, might be suitable for a verbal warning include but are not limited to:

- failure to record attendance;
- lateness without reasonable explanation;
- early departure without reasonable explanation;
- interference with work of co-workers;
- carelessness;
- overextending breaks;
- horseplay;
- attending to personal business during work hours.

(2) Written Reprimands

Types of behavior which may be suitable for a written warning include but are not limited to:

- repetition of any offense for which a verbal reprimand has been given;
- rudeness/discourteous to public or co-workers;
- insubordinate conduct;
- unapproved absence from work;
- improper use of Department property;
- off-duty conduct generally unbecoming of an officer;
- disregard for established safety procedures or other Department/Council rules, policies or guidelines;
- failure to report a workplace accident or injury;
- failure to report or condonation of unacceptable conduct;
- tampering with another employee's property;
- continuous and deliberate inefficient or careless work habits.

(3) Suspensions without Pay

Types of behavior which may be suitable for a suspension without pay are more serious offenses, including but not limited to:

- repetition of any offense for which a written reprimand has been given;
- assault on a co-worker or supervisor;
- contravention of Department or Council policies, rules;
- gross insubordination;
- obtains leave of absence by fraudulent means;
- tampering with attendance registers;
- acts in a manner likely to bring the reputation of the Department/Council into disrepute;
- makes false statements in relation to appointment, employment or performance of duties;
- sleeping on the job;
- falsifies any documents including expense or other claim forms;
- consumption of alcoholic beverages or illicit drugs while on duty, or presenting oneself for duty in an impaired condition;
- sustained, intemperate or unbalanced public criticism of either Department/Council policy or procedures or the character or integrity of those responsible for the development or administration of policy or procedures.

(4) Dismissal from Employment

Dismissal is the most severe penalty for misconduct resulting from but not limited to the following examples:

- repetition of any offense for which previous disciplinary action has been taken;
- breach of confidentiality;
- harassment of co-workers, public, supervisors;
- theft, misappropriation or unauthorized use of employer property or funds;
- gross insubordination;
- assault of a supervisor or member of the public;
- intentional or negligent damage/waste of Department/Council property;
- gross mistreatment of the public;
- commits a criminal offense which affects the ability of the employee to perform his/her duties;
- operation of a Department vehicle while impaired or license suspended.

V WRITTEN REPRIMANDS

Individuals who receive written reprimands, may appeal the reprimand to the Chief of Police. The reason for appealing the reprimand must be made in writing to the Chief of Police within three (3) calendar days of receipt of the reprimand. The Chief will issue his/her decision without a hearing on the basis of the information contained in the request for appeal. The Chief of Police's decision will be forwarded in writing to the officer. The decision of the Chief is final and binding and may not be appealed to the Police Commission.

VI NOTICE OF APPEAL

Upon receipt of a Notice of Suspension without pay and/or termination of employment, a member may within three (3) calendar days, give notice in writing to the Chair of the Police Commission, that the suspension and/or termination is disputed. The Chair or designate, shall arrange an appeal. If no written notice of dispute is received, the reprimand shall be entered into the member's service record of discipline.

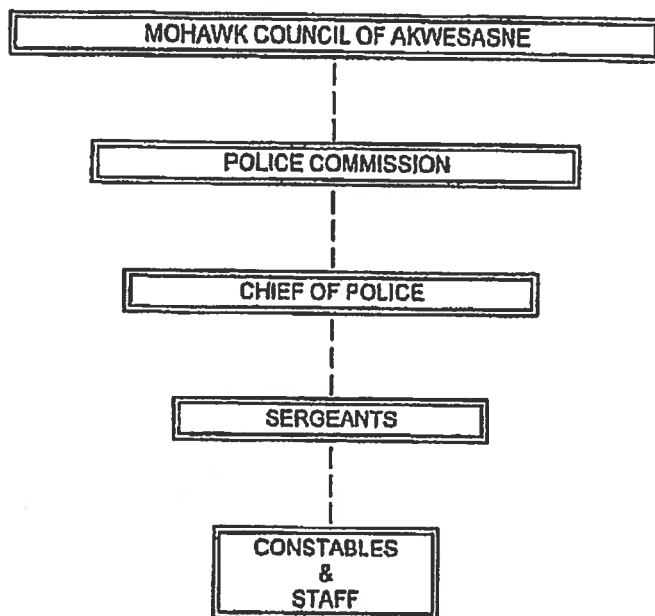
VII SUSPENSION AND TERMINATION APPEALS TO THE COMMISSION

Decisions to suspend without pay or terminate employment may be appealed by hearing before the Police Commission. The officer affected by the decision will be provided with a statement outlining the particulars of the offence(s) and the material facts. The officer will be provided with 10 days notice in writing of the intent of the Police Commission to hold a hearing to determine the matter. Notice will be hand delivered or will be sent by registered mail and will be deemed to have been received three (3) days after being sent. The officer may attend the hearing and give representation with respect to the issues raised in the notice. The officer may be represented by counsel if so desired. The decision of the Commission with respect to a suspension without pay, is final and binding and may not be appealed to the Mohawk Council of Akwesasne. The decision of the Commission with respect to the termination of employment may be appealed to the Mohawk Council of Akwesasne for final and binding resolution.

Decisions to terminate or not will ultimately be determined by hearing before the Police Commission. The officer affected by the decision will be provided with a statement outlining the particulars of the offence(s) and material facts. The officer will be provided with 10 days notice in writing of the intent of the Police Commission to hold a hearing to determine the matter. Notice will be hand delivered or will be sent by registered mail and will be deemed to have received three (3) days after being sent. The officer may attend the hearing and give representations with respect to the issues raised in the notice. The officer may be represented by counsel if so desired.

The decision of the Commission should be reduced to writing and provided to the officer. The decision of the Commission will be considered final and binding. (Unless a right of appeal to the Mohawk Council of Akwesasne is provided for).

APPEALS PROCEDURE



- MCA:** Hears appeals of termination of employment only if the proper appeals process has been followed
- COMMISSION:** May hear appeals of suspension without pay and termination decisions of the Chief of Police.
- CHIEF OF POLICE:** May hear appeals of Constables and Staff of written reprimands by Shift Supervisors (Sergeants).

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	x	x	x			
	Indictable offenses and hybrid offenses treated as indictable				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

AGREEMENT ON THE PROVISION OF POLICE SERVICES

AMONG

THE GOVERNMENT OF AKWESASNE
as represented by the Mohawk Council of Akwesasne
(hereinafter referred to as the "Council")

-and-

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

-and-

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Community Safety and Correctional Services
(hereinafter referred to as "Ontario")

-and-

THE GOUVERNEMENT DU QUÉBEC
as represented by the ministre de la Sécurité publique,
the ministre responsable des Affaires intergouvernementales canadiennes, de la
Francophonie canadienne, de l'Accord sur le commerce intérieur, de la Réforme
des institutions démocratiques et de l'Accès à l'information, and
by the ministre délégué aux Affaires autochtones
(hereinafter referred to as "Québec")

WHEREAS the Akwesasne Policing Agreement entered into on April 1, 1998, between Canada, Ontario, Québec and the Council expired on March 31, 2001 which was extended for the periods of April 1, 2001 to March 31, 2002, April 1, 2002 to March 31, 2003 and April 1, 2003 to September 30, 2004;

WHEREAS the Mohawks of Akwesasne have indicated that they wish the Akwesasne Mohawk Police Service (AMPS) to continue to be responsible for maintaining the peace, social order, public security and personal safety at Akwesasne and have indicated that they support the policing arrangements set out in this Agreement;

WHEREAS Akwesasne has unique geographic challenges and jurisdictional complexities in that it includes land in Ontario, Québec and the State of New York, and has the Canada - United States border passing through the territory;

WHEREAS the Council, Canada, Ontario and Québec have agreed to work in partnership and to cooperate in the maintenance of effective, efficient, professional and culturally appropriate policing services at Akwesasne, consistent with the public safety aspirations of the Mohawks of Akwesasne and the principles of policing recognized by Ontario and Québec;

WHEREAS the Council, Canada, Ontario and Québec share the objective that the Mohawks of Akwesasne shall have an autonomous and independent policing service and the such service shall be provided by the AMPS in keeping with the needs and public safety aspirations of the Mohawks of Akwesasne;

WHEREAS the Parties recognize that effective policing requires mutual assistance and operational cooperation between the various police authorities, according to their respective mandate and the applicable legislation.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - PREAMBLE AND SCHEDULE

1.1 The preamble and schedules form an integral part of this Agreement.

ARTICLE 2 - DEFINITIONS

2.1 In this Agreement, unless the context requires otherwise, the following terms have the following meanings:

- (a) "Administrative Support Services" means the services provided by the Council to support the Akwesasne Mohawk Police Service (AMPS) including the maintenance of financial records, pay and benefits services, and personnel and administrative services;
- (b) "Akwesasne Mohawk Police Commission (AMPC)" means the body recognized and provided for in Article 8 of this Agreement as the police governing authority of the AMPS;
- (c) "Akwesasne Mohawk Police Officers (AMPO)" means a person selected by the AMPC and employed by the Council, and appointed in conformity with Schedule B, as a member of the AMPS who exercises the powers of a police officer;
- (d) "Akwesasne Mohawk Police Service (AMPS)" means the AMPO and civilian staff;
- (e) "Chairperson of the AMPC" means the person appointed in accordance with Article 8 of this Agreement to act as Chairperson of the AMPC and includes an acting Chairperson;
- (f) "Chief of Police" means the person selected by the AMPC and ratified by the Council as the Chief of the AMPS and appointed under provisions set out by Ontario and Québec in conformity with Schedule B;
- (g) "Fiscal Year" means the period beginning on April 1st in any year and ending on March 31st of the following year;
- (h) "Parties" means the Council, Canada, Ontario and Québec.

ARTICLE 3 - PURPOSE

3.1 The purposes of this Agreement are:

- (a) to maintain and fund the policing arrangements at Akwesasne;
- (b) to set-out the roles, responsibilities and relationships among the Parties in the performance of this Agreement.

ARTICLE 4 - TERRITORY

- 4.1 Akwesasne means the Mohawk Territory of Akwesasne located in Ontario and located in Québec over which the Council has jurisdiction and which is known as the Akwesasne Indian Reserve numbers 15 and 59.
- 4.2 This description applies strictly for the purposes of this Agreement. It is without prejudice to the respective positions of the Parties with respect to the community's territorial boundaries.

ARTICLE 5 - LEGAL AND CONSTITUTIONAL GUARANTEES

- 5.1 The Parties agree that this Agreement addresses policing arrangements at Akwesasne and shall not be construed so as to affect, create, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to the Mohawk people of Akwesasne regardless of whether such rights, privileges and freedoms are recognized, established and defined before or after this Agreement.
- 5.2 Nothing in this Agreement shall be construed so as to recognize, define, affect, limit or establish Aboriginal 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.

ARTICLE 6 - AUTONOMY AND INDEPENDENCE OF AMPS

- 6.1 The Chief of Police and AMPO are employed by the Council. However, with respect to police operations and investigations, the Chief of Police and AMPO shall act independently and free from any type of interference and in that respect, they cannot receive any direct or indirect instructions from the Council, its employees or any other entity created or established by Council.
- 6.2 To this end, the Council and its individual members, employees of the Council, and any entity created or established by the Council, shall not influence or interfere with or attempt to influence or interfere with any police operations or investigations.

ARTICLE 7 - RESPONSIBILITIES OF THE COUNCIL

- 7.1 As the employer of the Chief of police, AMPO and civilian personnel of the AMPS, the Council shall exercise overall responsibility in accordance with the terms and conditions of this Agreement.
- 7.2 The Council shall establish the AMPC as the police governing authority for the AMPS and appoints Commission members in accordance with Article 8.
- 7.3 The Council shall appoint the Chief Administrative Officer to be responsible for the delivery of Administrative Support Services.
- 7.4 The Council shall ensure that the material and equipment purchased with the funds provided under this Agreement are used solely for the provision of police services in Akwesasne.

- 7.5 The disposal of equipment, intermediary weapons and firearms used by the AMPS, shall be in accordance with recognized police practice in Ontario and Québec.

ARTICLE 8 - AKWESASNE MOHAWK POLICE COMMISSION

- 8.1 The AMPC is established by Council Resolution and acts as the police governing authority for the AMPS in conformity with article 8.5.
- 8.2 The AMPC shall consist of no less than seven (7) members and no more than eight (8) members appointed by Council with representation as follows:
- (a) a member of the Council, who will sit as a non-voting member;
 - (b) community members, who shall not be elected members of the Council and who shall be selected as follows:
 - (i) two (2) members from the district of Chenail,
 - (ii) two (2) members from the Village of St. Regis,
 - (iii) two (2) members from Cornwall Island, and
 - (iv) at the discretion of the Council, one (1) member from the southern portion of Akwesasne.
 - (c) a Chairperson of the AMPC will be selected from amongst the members appointed pursuant to section 8.2 b i) ii) iii) above who shall only cast a vote only necessary to break a tie. A quorum shall consist of four (4) voting members.
- 8.3 Ontario and Québec may each appoint a person to attend meetings, in consultation with the AMPC, to act as an advisor to the AMPC.
- 8.4 The members of the AMPC:
- (a) shall be selected through a process approved by the Council;
 - (b) shall have good character, credibility and reputation in the Akwesasne community;
 - (c) shall have adequate educational background and possess an interest in policing matters; and
 - (d) shall not have been found guilty, in any place, of an act or omission defined in the Criminal Code (Revised Statutes of Canada, 1985, chapter C-46) as an offence, or of an offence referred to in section 183 of that Code under one of the Acts listed therein;
 - (e) shall be appointed by Council for a term of three (3) years and shall be eligible for reappointment.
- 8.5 The AMPC shall:
- (a) assist the Chief of Police in the identification of community-oriented issues related to policing;
 - (b) assist the Chief of Police, in setting policies and priorities and assist with the development of the multi-year strategic plan for the AMPS in accordance with the funding set-out in Schedule "A";
 - (c) assist the Chief of Police in establishing policies and procedures for the effective management and administration of the AMPS;
 - (d) assist the Council in recruiting and selecting the Chief of Police, monitor and annually evaluate his/her performance with regard to the discharge of his/her responsibilities;

- (e) report annually to the Council on the activities of the AMPS;
- (f) monitor the use of the multi-year budget set out in Schedule A for the AMPS and provide on-going financial and administrative oversight;
- (g) assist the Chief of Police, in selecting the AMPO and civilian staff of the AMPS; and
- (h) develop and conduct programs of public information and awareness relating to AMPC's roles and responsibilities and the roles and responsibilities of the Police Ethics Commissioner of Québec.

ARTICLE 9 - AKWESASNE MOHAWK POLICE SERVICE

- 9.1 The AMPS is the principal police service established to provide police services in Akwesasne. The AMPS and each of its AMPO are responsible for maintaining peace, order, public safety preventing and repressing crime and offenses and enforcing all applicable laws and regulations.
- 9.2 AMPS shall provide a continuous police presence to respond to requests for assistance within a reasonable time, safeguard rights and freedom, respect and remain attentive to the needs of the victims.
- 9.3 The Parties recognize that the AMPS is of a distinctive nature and agree, subject to applicable laws, that the provisions of this Agreement shall not be interpreted as meaning that the AMPS is either a provincial or municipal police force.

ARTICLE 10 - MUTUAL ASSISTANCE AND OPERATIONAL COOPERATION

- 10.1 The Parties recognize that effective policing in Akwesasne requires mutual assistance and operational cooperation between the various police authorities, according to their respective mandates and the applicable legislation. To this end and subject to the applicable laws and regulations, the AMPS shall take the necessary steps to establish standard operational protocols, as appropriate.
- 10.2 The Parties agree to address law enforcement issues of mutual concern in a discussion table as required.

ARTICLE 11 - RESPONSIBILITIES OF THE CHIEF OF POLICE

- 11.1 The Chief of Police has overall responsibility to administer and supervise the AMPS, including the responsibility to:
 - (a) manage the AMPS and oversee its operation and administration in accordance with established policies and procedures for the effective management of the AMPS;
 - (b) report to the AMPC with respect to the operations and administration of the AMPS and with respect to public complaints and discipline matters;
 - (c) act as liaison with other law enforcement agencies.

ARTICLE 12 - FUNDING

12.1 Canada, Ontario, and Québec shall provide funding for the provision of policing services as described in this Agreement through an annual contribution paid to the Council as follows.

- a) \$2,500,000 for the 2004-2005 Fiscal Year;
- b) \$3,000,000 for the 2005-2006 Fiscal Year;
- c) \$3,200,000 for the 2006-2007 Fiscal Year;
- d) \$3,295,000 for the 2007-2008 Fiscal Year;
- e) \$3,390,000 for the 2008-2009 Fiscal Year;
- f) \$3,490,000 for the 2009-2010 Fiscal Year.

12.2 Subject to an appropriation by Parliament, Canada shall provide financial contribution in an amount equal to fifty-two percent (52%) of the annual total maximum funding as set out in Article 12.1 for each Fiscal Year. The financial contributions of Canada shall be paid to the Council in accordance to the following procedures:

- a) Canada has previously provided funding in the amount of \$650,000 for the period October 1, 2004 to March 31, 2005 and \$1,560,000 for the Fiscal Year 2005-2006;
- b) during the first week of April of each Fiscal Year, 1/12th of Canada's financial contribution which represents the amount owing for the first month of that Fiscal Year; and
- c) during the first week of each of the 11 subsequent months, 1/12th of Canada's financial contribution which represents the amount owing for that month of that Fiscal Year.

12.3 Ontario shall provide funding in an amount equal to twenty-four percent (24%) of the annual financial contribution as set out in Article 12.1, for each Fiscal Year. The financial contributions of Ontario shall be paid to the Council in accordance with the following procedures:

- a) Ontario has provided funding in the amount of \$600,000 for the Fiscal Year 2004-2005 and \$600,000 for the Fiscal Year 2005-2006;
- b) commencing with Fiscal Year 2006-2007, Ontario shall pay to the Council, during or before the first week of April of each Fiscal Year, twenty-five percent (25%) of Ontario's share of the annual financial contribution;
- c) during or before the first week of July of each Fiscal Year, Ontario shall pay to the Council, twenty-five percent (25%) of Ontario's share of the annual financial contribution;
- d) during or before the first week of October of each Fiscal Year, Ontario shall pay to the Council, twenty-five percent (25%) of Ontario's share of the annual financial contribution;
- e) during or before the first week of January of each Fiscal Year, Ontario shall pay to the Council, twenty-five percent (25%) of Ontario's share of the annual financial contribution;
- f) Ontario's contribution of funds in accordance with the terms of this Agreement is subject to appropriation of resources by the Ontario Legislature.

12.4 Québec shall provide funding in an amount equal to twenty-four percent (24%) of the annual financial contribution as set out in Article 12.1, for each Fiscal Year. The financial contributions of Québec shall be paid to the Council in accordance with the following procedures:

- a) For the period October 1, 2004 to March 31, 2005 the total amount of \$300,000 and for the Fiscal Year 2005-2006 the total amount of \$720,000 will be paid within twenty (20) working days following the signature of this Agreement by all Parties. The financial contributions of Québec for the following Fiscal Years set out in section 12.1 shall be paid to the Council in accordance with the following procedures:
 - i) during the third week of May of each Fiscal Year, 50 % of Québec's financial contribution which represents the amount owing for the first and second quarters of that Fiscal Year;
 - ii) during the first week of September of each Fiscal Year, 25% of Québec's financial contribution which represents the amount owing for the third quarter of that Fiscal Year; and
 - iii) during the first week of February of each Fiscal Year, 25% of Québec's financial contribution which represents the amount owing for the fourth quarter of that Fiscal Year.
- b) Québec's contribution of funds for the provision of policing service is subject to appropriation of resources by l'Assemblée Nationale du Québec.

12.5 The Council :

- a) shall use the financial contributions paid under this Agreement solely for the payment of costs projected in Schedule "A", associated with the provisions of policing services at Akwesasne by the AMPS, the AMPC and the administrative support services. Deficits arising from the provision of policing services during the term of this Agreement shall be the responsibility of the Council;
- b) shall maintain financial records with respect to the costs of the AMPS, the AMPC and the administrative support in accordance with Generally Accepted Accounting Principles as prescribed in the Canadian Institute of Chartered Accountants' Handbook including proper records of all expenditures or commitments made by the Council in connection with the provision of policing services at Akwesasne and the invoices, receipts and vouchers related thereto;
- c) shall retain all materials and records associated with this Agreement for a period of seven (7) years following the expiration of each Fiscal Year of this Agreement;
- d) shall by September 30th of each Fiscal Year, submit to Canada, Ontario and Québec in a form acceptable to those parties, an audited financial statement from a chartered accountant on the financial operations of the AMPS, the AMPC and administrative support for the previous Fiscal Year; this statement will account for funds provided by Canada, Ontario and Québec under this Agreement for the previous Fiscal Year's operations and will comprise a balance sheet and a statement of revenues and expenditures;
- e) may carry-forward to the next Fiscal Year, surplus funds of up to 8.3% of the annual financial contribution as set out in Article 12.1 of this Agreement, solely for the provision of policing services and specifically identified for use in the AMPS within a time period not to exceed March 31st of the following year;
- f) must refund to Canada, Ontario and Québec any surplus funds in excess of 8.3% of the annual financial contribution as set out in Article 12.1 in accordance to the established cost-share – 52%, 24%, and 24%, respectively, unless there is a request in writing from the Council and approval in writing by Canada, Ontario and Québec, within a reasonable time, to retain the surplus funds up to a maximum not exceeding the projected cash flow for April which must be

submitted for consideration to Canada, Ontario and Québec before carry-forward can be approved;

- g) may retain surplus funds totaling less than 8.3% of the total funding provided between April 1st of a given year to the following March 31st may be retained by the Council provided that these funds are used exclusively by the AMPS for the provision of policing services at Akwesasne; and
- h) shall ensure that Canada, Ontario and Québec and their respective representatives have access, during the term of this Agreement and within two (2) years of its expiry or termination, to all financial materials and other records pertaining to this Agreement upon notice of ten working days and during business hours. All records in their original form, and including records containing personal information, must remain in Akwesasne;
- i) shall in the event the Council secures other funds that will impact on policing as provided for in this Agreement, advise the other Parties within 30 working days after receipt of the funds. Any other funding received for policing services, shall not result in any decrease in the funding provided under any provisions of this Agreement and shall not create any new obligation to Canada, Ontario and Québec.

12.6 The Parties agree that Canada, Ontario or Québec may appoint independent auditors, at their expense, during the term of this Agreement and within two (2) years of its expiration or termination, to review the records maintained by the Council with respect to the costs of the AMPS, the AMPC and administrative support to ensure compliance with the terms and conditions of this Agreement, including the management of funds, and the consistent application of Canadian generally accepted accounting principles in the maintenance of financial records. The Council shall afford access to all facilities for such audits during regular working hours and within seventy-two (72) hours after receiving written notice. The results of any audits completed by Canada will be made available to the public through posting on the Department of Public Safety and Emergency Preparedness Canada's Internet site (www.psepc-sppce.gc.ca).

12.7 The funding set out in Article 12 of this Agreement is provided based on a minimum of twenty four (24) full time equivalent police officers, including the Chief of police.

12.8 The funding set out in Article 12 of this Agreement covers all costs related to the provision of police services, including the costs of police officers continuing education in a relevant field and costs for the use and occupancy as well as the costs for operations and maintenance of police facilities.

ARTICLE 13 - INDEPENDENT EVALUATION

13.1 Upon Agreement by the Parties, an operational and administrative evaluation of the AMPS may occur during the term of this Agreement. Parameters and cost related to such evaluation will be agreed upon by the Parties.

ARTICLE 14 - INSURANCE AND INDEMNIFICATION

14.1 The Council shall be responsible, at its own expense and without limiting its obligations herein, to insure the operations of the AMPS and the AMPC and their respective members, employees, officers or agents under a contract of comprehensive or commercial general liability in an amount of not less than ten million dollars (\$10,000,000.00) per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability and a cross liability clause. The Council

shall provide to Canada, Ontario and Québec proof of all required insurance in a form acceptable to Canada, Ontario and Québec within sixty (60) days of the signing of this Agreement. Ontario shall be named as an additional insured on such policy.

- 14.2 The Council shall indemnify and save harmless Canada, Ontario and Québec and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the AMPS, the AMPC or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the expiry or termination of this Agreement.
- 14.3 Neither Canada, Ontario or Québec shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Council, the AMPC, the AMPS and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada, Ontario or Québec in the performance of his or her duties.

ARTICLE 15 - LIAISON COMMITTEE

- 15.1 A liaison committee (hereinafter referred to as the "Committee") will be established for the purposes of this Agreement. The Committee will be disbanded at the end of this Agreement.
- 15.2 It is understood that any member of the Committee may invite observers as required.
- 15.3 The composition on the Committee shall consist of six (6) members as follows:
 - a) three (3) members, one from each district, designated by Council;
 - b) one (1) member designated by Canada;
 - c) one (1) member designated by Ontario;
 - d) one (1) member designated by Québec.
- 15.4 The Committee shall monitor the implementation of this Agreement, reviewing issues of mutual concern, ensure continued communication among the Parties and attempt, where applicable, to resolve through discussions among the Parties, any disputes that may arise from all issues relating to the interpretation and application of this Agreement. It may make recommendations on all issues relating to the implementation of this Agreement.
- 15.5 The Committee shall meet as required, during the term of this Agreement. As well, a member of the Committee may call a meeting to be held within fifteen (15) business days after being called.
- 15.6 The Committee's recommendations shall be made by consensus.
- 15.7 The Parties to this Agreement undertake to inform the Committee on a timely basis of any matters that may be considered a substantial concern by one or all of them and that may adversely impact on a policing issue. In such a case, the Party or all Parties shall provide the Committee with sufficient time to address the issue.
- 15.8 Each Party is responsible for identifying its member or members, as the case may be, to the Committee and advising the other Parties of the selection following the signature of this Agreement or when a change is made.

ARTICLE 16 - DISPUTE RESOLUTION

- 16.1 In the event of a dispute amongst the Parties about the interpretation of any provision of this Agreement or in the event of an alleged breach of a term of this

Agreement, the Parties shall submit the matter to the Committee for resolution. The Committee has 30 days to attempt to resolve the dispute. The Committee may retain the service of a third party to provide advice and assistance in relation to the resolution of the dispute.

- 16.2 If the Committee cannot resolve the dispute within this time period, any Party may exercise its right to terminate the Agreement in accordance with Article 17 or avail itself of any other remedy available in law.

ARTICLE 17 - TERMINATION

- 17.1 Unless the Parties otherwise agree this Agreement may be terminated without fault or liability, by any Party upon ninety (90) days notice in writing to the other Parties.
- 17.2 Upon the termination or expiry of this Agreement, the Parties agree Committee shall recommend appropriate transitional provisions to the Parties.
- 17.3 Upon the termination or expiry of this Agreement the Council shall:
- a) oversee the payment of all amounts due for goods or services provided within this Agreement, on or before the termination or expiry date of this Agreement; and
 - b) refund Canada, Ontario and Québec the portion of the funds received and unused, in proportion to their respective contributions, within sixty (60) days following the termination or expiry date of this Agreement.

ARTICLE 18 - DECLARATION OF NULLITY OR INVALIDITY BY A COMPETENT COURT

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

ARTICLE 19 - AMENDMENT

- 19.1 This Agreement may be amended by written Agreement amongst the Parties.

ARTICLE 20 - EXCEPTIONAL CIRCUMSTANCES

- 20.1 The financial contributions stipulated in section 12.1 do not cover additional expenses that might be incurred by reason of unforeseeable and unusual events or force majeure. Should such additional policing expenses be incurred, the Parties will examine the matter and, if necessary, make appropriate additional provision for financial contributions.

ARTICLE 21 - GENERAL PROVISIONS

- 21.1 No member of Parliament, the Ontario Legislature, l'Assemblée Nationale du Québec, or anyone holding public office in Ontario or Québec may in any way benefit from this Agreement or the advantages resulting there from.
- 21.2 It is agreed that personnel employed as a result of this Agreement are and shall remain persons providing services to the Council and nothing in this Agreement is to be read or construed as conferring upon the Council, its members, senior officers, employees, agents or contractors the status of officer, employee, servant or agent of

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

- 21.3 No current or former holder of a public office or public servant in the Government of Canada shall obtain any direct or indirect benefit from this Agreement, or if he or she does, he or she has satisfied the requirements of the Conflict of Interest and Post Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service.
- 21.4 Any information collected by the Parties pursuant to this Agreement is subject to the rights and safeguards provided for in the applicable laws and regulations relating to the access to information and protection of personal information.
- 21.5 A waiver of any breach of this Agreement or of any of the terms or conditions by any Party to this Agreement shall not be deemed a waiver of any continued or future breach. The failure of any Party to complain about a default of the terms of this Agreement shall not be construed as a waiver, irrespective of how long such failure to act continues.
- 21.6 This Agreement does not have the effect of modifying the mandates allocated to the Royal Canadian Mounted Police, the Ontario Provincial Police or Sûreté du Québec under the applicable legislations.

ARTICLE 22 - TERM OF THIS AGREEMENT

- 22.1 This Agreement shall be in effect from October 1, 2004 to March 31, 2010, subject to the termination provisions contained in this Agreement.
- 22.2 The Parties agree to commence negotiations in good faith of the terms of a new policing Agreement no later than October 1, 2009 and to use their best efforts to complete those negotiations by March 31, 2010. If negotiations are continuing in good faith but no new policing Agreement is completed by March 31, 2010, the terms and conditions of this Agreement shall continue in effect thereafter until a new agreement comes into effect or until March 31, 2011, whichever comes first.

ARTICLE 23 - COMMUNICATION

23.1 Any notice that is required or permitted under this Agreement to be given by one Party to the other Parties shall be given in writing and shall be communicated by registered mail as follows:

a) to the Council

The Mohawk Council of Akwesasne
Attn: Grand Chief
P.O. Box 579
Cornwall, Ontario K6H 5T3

FAX: (613) 575-2884

b) to Canada

Public Safety and Emergency Preparedness Canada
Aboriginal Policing Directorate
340 Laurier Avenue, West
Ottawa, Ontario K1A 0P8

FAX: (613) 991-0961

c) to Ontario

Community Safety and Correctional Services
Attn: Provincial Negotiator, First Nation Policing
25 Grosvenor Street, 11th Floor
Toronto, Ontario M7A 1Y6

FAX: (416) 327-0469

d) to Québec

Ministère de la Sécurité publique
Direction des affaires autochtones
2525, boulevard Laurier, 4^e étage
Québec (Québec) G1V 2L2

FAX: (418) 646-3564

IN WITNESS WHEREOF, THE PARTIES DULY AUTHORIZED TO THIS EFFECT HAVE SIGNED:

FOR THE GOVERNMENT OF AKWESASNE,

Amos Watikewi Barnes
THE GRAND CHIEF
(on behalf of the Mohawk Council of Akwesasne)

June 19/06
signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

THE SOLICITOR GENERAL OF CANADA
(DEPUTY PRIME MINISTER AND
MINISTER OF PUBLIC SAFETY AND
EMERGENCY PREPAREDNESS)

signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,

John S. ...
THE MINISTER OF COMMUNITY SAFETY
AND CORRECTIONAL SERVICES

28.11.06
signed on

FOR THE GOUVERNEMENT DU QUÉBEC,

Thierry ...
LE MINISTRE DE LA SÉCURITÉ PUBLIQUE

20.09.06
signed on

AND

[Signature]
LE MINISTRE RESPONSABLE DES AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES,
DE LA FRANCOPHONIE CANADIENNE,
DE L'ACCORD SUR LE COMMERCE INTÉRIEUR,
DE LA RÉFORME DES INSTITUTIONS
DÉMOCRATIQUES ET DE L'ACCÈS À
L'INFORMATION

October 3, 2006
signed on

AND

Geoffrey Kelly
LE MINISTRE DÉLÉGUÉ AUX AFFAIRES
AUTOCHTONES

October 12, 2006
signed on


IN WITNESS WHEREOF, THE PARTIES DULY AUTHORIZED TO THIS
EFFECT HAVE SIGNED:

FOR THE GOVERNMENT OF AKWESASNE,

THE GRAND CHIEF
(on behalf of the Mohawk Council of Akwesasne)

signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,



MINISTER OF PUBLIC SAFETY AND
EMERGENCY PREPAREDNESS

JUL 27 2006

signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,

THE MINISTER OF COMMUNITY SAFETY
AND CORRECTIONAL SERVICE

signed on

FOR THE GOUVERNEMENT DU QUÉBEC,

LE MINISTRE DE LA SÉCURITÉ PUBLIQUE

signed on

AND

LE MINISTRE RESPONSABLE DES AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES,
DE LA FRANCOPHONIE CANADIENNE,
DE L'ACCORD SUR LE COMMERCE INTÉRIEUR,
DE LA RÉFORME DES INSTITUTIONS
DÉMOCRATIQUES ET DE L'ACCÈS À
L'INFORMATION

signed on

AND

LE MINISTRE DÉLÉGUÉ AUX AFFAIRES
AUTOCHTONES

signed on

SCHEDULE A

Akwesasne Policing Agreement
(October 1, 2004 to March 31, 2010)

MULTI-YEAR BUDGET

	October 1, 2004 to March 31, 2005	April 1, 2005 to March 31, 2006	April 1, 2006 to March 31, 2007	April 1, 2007 to March 31, 2008	April 1, 2008 to March 31, 2009	April 1, 2009 to March 31, 2010
PLANNED EXPENSES						
Salaries and Benefits		\$2,260,000	\$2,500,000	\$2,590,000	\$2,680,500	\$2,775,400
Minor Capital		70,000	70,000	70,000	70,000	70,000
Facility Rent		102,000	102,000	102,000	102,000	102,000
Operations		300,000	250,000	250,000	250,000	250,000
Administration		210,000	220,000	224,750	229,500	234,600
Support Services						
Development		28,000	28,000	28,000	28,000	28,000
Telecommunications		30,000	30,000	30,000	30,000	30,000
TOTAL BUDGET		\$3,000,000	\$3,200,000	\$3,295,000	\$3,390,000	\$3,490,000
FUNDING						
Canada	\$ 650,000	\$1,550,000	\$1,654,000	\$1,713,400	\$1,762,800	\$1,814,800
Ontario	300,000	720,000	768,000	790,800	813,600	837,600
Québec	300,000	720,000	768,000	790,800	813,600	837,600
TOTAL FUNDING	\$1,250,000	\$3,000,000	\$3,200,000	\$3,295,000	\$3,390,000	\$3,490,000

* Six months period.

SCHEDULE B

The applicable provisions of the Police Services Act, R.S.O. 1990, c. P-15, apply to all AMPO and Chief of Police.

The applicable provisions of the Police Act of Québec (R.S.Q. c. P-13.1) and the Code of Ethics of Québec police officers (R.R.Q. c. O-8.1, r.1) apply to all AMPO including the Chief of Police.

The AMPO shall be appointed pursuant to Section 54 of the Police Services Act, R.S.O. 1990, c. P-15 and shall exercise their authority in accordance with their appointment.

The Akwesasne Chief of Police, shall take the oaths or make the solemn affirmations provided in hereafter before a judge of the court of Québec, a justice of the peace or any other commissioner of oaths.

Oaths and Solemn Affirmations

Oath or solemn affirmation of allegiance and office

I, A.B., (swear or solemnly affirm, as the case may be) that I will be loyal and bear true allegiance to constituted authority, and that I will fulfill the duties assigned to me as a member of the Akwesasne Mohawk Police Service, honestly and justly and that I will not receive any sum of money or consideration for what I have done or may do in the discharge of the duties of my office, to procure the purchase or exchange of anything whatsoever by or with the Mohawk Council of Akwesasne, other than my salary or what may be allowed me by law or by the Council. (If taking the oath, add: "So help me God.")

Oath or solemn affirmation of secrecy

I, A.B., (swear or solemnly affirm, as the case may be) that I will not reveal or disclose, unless duly authorized, anything that may come to my knowledge in the discharge of my duties. (If taking the oath, add: "So help me God.")

Hiring Standards

In selecting police personnel, the Council should ensure that the candidate meets the AMPS employment requirements as well as the following:

1. Pursuant to Section 54 of the Ontario Police Act (R.S.O. , 1990, c. P-15) and Section 115 of the Police Act of Québec (R.S.Q. c. P-13.1):

(a) it is understood that, to become an Akwesasne Mohawk Police Officer, an applicant must:

- (i) possess the attributes, benefits and rights of a Canadian citizen or be a Canadian citizen;
- (ii) be of good moral character;
- (iii) not have been found guilty, in any place, of an act or omission defined in the Criminal Code (Revised Statutes of Canada, 1985, chapter C-46) as an offence, or an offence referred to in section 183 of that Code under one of the Acts listed therein;
- (iv) hold a policing diploma awarded in basic constable training program from:
 - 1) the Ontario Police College and meet the standards of equivalence established by by-law established by l'École Nationale de Police du Québec; or
 - 2) l'École Nationale de Police du Québec and satisfy the required Ontario Police College equivalency; or
 - 3) schools recognized by Ontario Police College or l'École Nationale de Police du Québec must meet equivalency requirements from both Ontario and Québec.

- (b) AMPO, currently employed, that were hired pursuant to the provisions of prior police service Agreements that hold a diploma from the Ontario Police College or l'École nationale de police du Québec, are not subject to equivalency requirements from Ontario and Québec.
- (c) all AMPS officers who do not possess a valid diploma from Ontario Police College, l'École Nationale de police du Québec or schools recognized by Ontario Police College or l'École nationale de police du Québec that meet equivalency requirements from both Ontario and Québec, must re-attend and successfully complete the Basic Constable Training Program in accordance with a timetable agreeable by all parties.

Continuous Training

The AMPO shall receive all other in-service training and developmental training at accredited police training institutes or at other training or educational institutions accredited or recognized by the Parties.

Internal Discipline

The Council has adopted a policy respecting the internal discipline of members of its police force. The discipline policy shall impose on police officers duties and code of conduct designed to guarantee their effectiveness, the quality of their services and their respect for the authorities to which they report. It shall define the behaviour that constitutes disciplinary offences and provide for sanctions.

**AMENDMENT NUMBER ONE
TO THE AGREEMENT ON THE PROVISION OF POLICE SERVICES**

AMONG

THE GOVERNMENT OF AKWESASNE
as represented by the Mohawk Council of Akwesasne
(hereinafter referred to as the "Council")

-and-

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

-and-

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Community Safety and Correctional Services
(hereinafter referred to as "Ontario")

-and-

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

WHEREAS the Parties entered into an Agreement on the Provision of Police Services for the continuance of effective policing to the Akwesasne First Nation, effective from October 1, 2004 to March 31, 2010 ("2004-2010 Agreement");

WHEREAS the 2004-2010 Agreement is continued until March 31, 2011 in conformity with subarticle 22.2;

AND WHEREAS the Parties wish to amend the 2004-2010 Agreement pursuant to Article 19 thereof;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties hereto agree as follows:

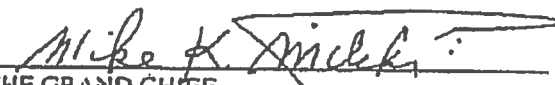
1. All terms and conditions of the 2004-2010 Agreement remain unchanged except as provided in this Amendment.
2. Subarticles 22.1 and 22.2 of the 2004-2010 Agreement are revoked and the following substituted therefor:
 - 22.1 This Agreement shall be in effect from October 1, 2004 to March 31, 2012, subject to the termination provisions contained in this Agreement.
 - 22.2 Commencing no later than April 1, 2011, the Parties agree to start negotiating in good faith the terms of the new policing Agreement and to strive to complete those negotiations by December 31, 2011. Notwithstanding anything else in this Agreement, if negotiations for renewal have commenced and are continuing in good faith but no new agreement has been reached by March 31, 2012, the provisions of this Agreement, which include the financial obligations, shall remain in force pending a renewal. In accordance with the last year of this Agreement until March 31, 2013 or until a new agreement is signed, whichever comes first. No additional formalities are required to invoke the conditions of this subarticle.
3. Schedule "A" of the 2004-2010 Agreement is amended to add the 2010-2011 and 2011-2012 Budgets as follows:

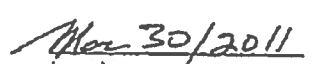
April 1, 2010 to March 31, 2012

	April 1, 2010 to March 31, 2011	April 1, 2011 to March 31, 2012
PLANNED EXPENSES		
Salaries and Benefits	\$2,914,170	\$2,914,170
Minor Capital	\$70,000	\$70,000
Facility Rent	\$102,000	\$102,000
Operations	\$250,000	\$250,000
Administration Support Services	\$234,600	\$234,600
Development	\$28,000	\$28,000
Telecommunications	\$30,000	\$30,000
TOTAL BUDGET	\$3,628,770	\$3,628,770
FUNDING		
Canada	\$1,886,960.40	\$1,886,960.40
Ontario	\$870,904.80	\$870,904.80
Québec	\$870,904.80	\$870,904.80
TOTAL FUNDING	\$3,628,770	\$3,628,770

IN WITNESS WHEREOF, THE PARTIES DULY AUTHORIZED TO THIS
EFFECT HAVE SIGNED:

FOR THE GOVERNMENT OF AKWESASNE,


THE GRAND CHIEF
(on behalf of the Mohawk Council of Akwesasne)


signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

Johnston
 MINISTER OF PUBLIC SAFETY AND
 EMERGENCY PREPAREDNESS

DEC 16 2010

signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,

Jim Bradley
 MINISTER OF COMMUNITY SAFETY
 AND CORRECTIONAL SERVICES

March 14, 2011

signed on

FOR THE GOUVERNEMENT DU QUÉBEC,

Robert
 THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

March 30, 2011

signed on

AND

W. D. Martin
 THE MINISTRE RESPONSABLE DES AFFAIRES
 INTERGOUVERNEMENTALES CANADIENNES
 ET DE LA RÉFORME DES INSTITUTIONS
 DÉMOCRATIQUES

MARCH 30th 2011

signed on

AND

Geoffrey Kelly
 THE MINISTRE RESPONSABLE
 DES AFFAIRES AUTOCHTONES

March 30, 2011

signed on

COPIE

**AMENDMENT NUMBER TWO
TO THE AGREEMENT ON THE PROVISION OF POLICE SERVICES**

AMONG

THE GOVERNMENT OF AKWESASNE
as represented by the Mohawk Council of Akwesasne
(hereinafter referred to as the "Council")

-and-

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

-and-

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Community Safety and Correctional Services
(hereinafter referred to as "Ontario")

-and-

THE GOUVERNEMENT DU QUÉBEC
as represented by the ministre de la Sécurité publique,
the ministre délégué aux Affaires intergouvernementales
canadiennes, à la Francophonie canadienne et à la Gouvernance souverainiste,
and by the ministre déléguée aux Affaires autochtones
(hereinafter referred to as "Québec")

WHEREAS the Parties entered into an Agreement, as amended, for the continuance of effective policing to the Akwesasne First Nation, effective from October 1, 2004 to March 31, 2010 ("2004-2010 Agreement");

WHEREAS the Parties amended the 2004-2010 Agreement to extend its term to March 31, 2013 ("2004-2013 Agreement");

AND WHEREAS the Parties wish to further amend the 2004-2013 Agreement pursuant to Article 19 thereof;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties hereto agree as follows:

1. All terms and conditions of the 2004-2013 Agreement, as amended, remain unchanged except as provided in this Amendment.
2. Article 22 of the 2004-2013 Agreement is removed and the following substituted therefor:
 - 22.1 This Agreement shall be in effect from October 1, 2004 to March 31, 2014, subject to the termination provisions contained in this Agreement.
 - 22.2 Commencing no later than April 1, 2013, the Parties agree to start negotiating the terms of the new policing Agreement and to strive to complete those negotiations by December 31, 2013.
3. Schedule "A" of the 2004-2013 Agreement is amended to add the 2013-2014 Budget as follows:

April 1, 2013 to March 31, 2014

	April 1, 2013 to March 31, 2014
Salaries and Benefits	\$2,914,170
Minor Capital	\$70,000
Facility Rent	\$102,000
Operations	\$250,000
Administration Support Services	\$234,600
Development	\$28,000
Telecommunications	\$30,000
TOTAL BUDGET	\$3,628,770

FUNDING	
Canada	\$1,886,960.40
Ontario	\$870,904.80
Québec	\$870,904.80
TOTAL FUNDING	\$3,628,770


IN WITNESS WHEREOF, THE PARTIES DULY AUTHORIZED TO THIS EFFECT HAVE SIGNED:

FOR THE GOVERNMENT OF AKWESASNE,


THE GRAND CHIEF
(on behalf of the Mohawk Council of Akwesasne)

Mar 27/2013
signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,


DIRECTOR GENERAL,
ABORIGINAL POLICING DIRECTORATE
ON BEHALF OF THE MINISTER OF PUBLIC
SAFETY AND EMERGENCY PREPAREDNESS

Mar 5/13
signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,


MINISTER OF COMMUNITY SAFETY
AND CORRECTIONAL SERVICES

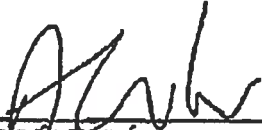
12 MAR 13
signed on

FOR THE GOUVERNEMENT DU QUÉBEC,


THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

28 MARS 2013
signed on

AND



THE MINISTRE DÉLÉGUÉ AUX AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES,
À LA FRANCOPHONIE CANADIENNE ET À LA
GOUVERNANCE SOUVERAINISTE

28 MARS 2013

signed on

AND



THE MINISTRE DÉLÉGUÉE AUX AFFAIRES
AUTOCHTONES

28 MARS 2013

signed on

