

AGREEMENT ON THE PROVISION OF POLICING SERVICES

AMONG

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

AND

THE GOUVERNEMENT DU QUÉBEC,
as represented by the ministre de la Sécurité publique and by
the ministre responsable des Affaires intergouvernementales canadiennes,
des Affaires autochtones, de la Francophonie canadienne,
de la Réforme des institutions démocratiques et de l'Accès à l'information,
(hereinafter designated "Québec")

AND

THE NASKAPI VILLAGE OF KAWAWACHIKAMACH,
as represented by the Mayor,
(hereinafter designated "the Municipality")

WHEREAS the Municipality, Canada and Québec agree on the importance of providing professional policing services in the territory of the community of Kawawachikamach, being Category IA-N land as defined in the *Cree-Naskapi (of Québec) Act*, (S.C. 1984, c. 18) (hereinafter called the "Territory"), in accordance with the applicable statutes and regulations and respective jurisdictions of the governments of Canada and Québec and the responsibilities of each of the Parties.

WHEREAS section 351 of the *Police Act* (L.R.Q., c. P-13.1) provides for the application of Division V of Chapter 1 of Title II and of section 354 of the said Act to the Naskapis Police Force by order of Québec and it is the wish of the Municipality that such order be adopted.

WHEREAS the Parties recognize that the members of the Naskapis Police Force must have basic police patrolling skills and, if applicable, police investigation and management skills in order to provide adequate policing and ensure safety in the Territory.

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

WHEREAS the Parties have previously concluded agreements relating to the provision of policing services for the Territory, the last agreement being in force for the period from April 1st, 1997 to March 31, 2000.

WHEREAS Canada shall provide its share of the financial contribution for the provision of policing services in the Territory in accordance with its *First Nations Policing Policy* (FNPP) and in compliance with the policies and terms and conditions related thereto.

WHEREAS the Parties have agreed to the terms and conditions of such a tripartite funding Agreement for the period of April 1st, 2007 to March 31, 2012.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

CHAPTER 1 - GENERAL PROVISIONS

1.1 Principal Purposes

The purpose of this Agreement is to:

- a) assist the Municipality in maintaining and ensuring the ongoing development of a police force mandated to foster social order, public security and personal safety in the community;
- b) ensure that members of the public receive policing services that meet their needs and also comply with the *Police Act*;
- c) help the community put in place politically independent structures to manage and administer its policing services; and
- d) contribute to the funding of policing services.

1.2 Preamble and Schedule

1.2.1 The Preamble and Schedule are an integral part of this Agreement.

1.2.2 The budget in Schedule "A" has been annexed to illustrate the manner in which the Municipality proposes to expend the funds under this Agreement but, subject to the provisions of this Agreement, the Municipality may transfer expenditures from one listed category to another as needs dictate from time to time.

1.3 General provisions

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

1.3.2 No member of Parliament or current or former public office holder of Canada may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01) or the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2). No current or former public servant of Canada may receive a direct benefit from this Agreement unless they are complying with the *Values and Ethics Code for the Public Service*.

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

1.3.4 The Municipality shall not represent itself in any agreement with a third party or otherwise as a partner, party to a joint venture, agent or employee of Canada or Québec. Canada and Québec shall have no responsibility for fulfillment of any obligation into which the Municipality enters in relation to this Agreement, including, but not limited to, any loan, capital lease or other long-term obligation.

1.3.5 The Municipality has not paid and will not pay or agree to pay with the funds provided under this Agreement a contingency fee to any person or organization for soliciting, negotiating or obtaining this Agreement. The Municipality may compensate, for services rendered in relation to the Agreement, a Municipality employee whose regular duties involve soliciting, negotiating or obtaining agreements of this type. The Municipality agrees to include the accounts and records of any payments made to that employee in a specific budgetary item of the financial records related to the cost of policing services.

- 1.3.6 Any person lobbying on behalf of the Municipality must be registered pursuant to the *Lobbyists Registration Act* (R.S.C. 1985, c. 44) and the *Lobbying Transparency and Ethics Act* (R.S.Q., c. T-11.011).
- 1.3.7 The Municipality shall report to Canada or Québec any amount owing to Her Majesty or the Gouvernement du Québec by law or arising from any other obligation, thereby acknowledging that such amounts owing to Her Majesty or the Gouvernement du Québec may be deducted from any amount payable to the Municipality under this contribution agreement.
- 1.3.8 Any information gathered by the Parties is subject to the rights and protection prescribed in the pertinent federal and Québec legislations on access to information and privacy.
- 1.3.9 The fact that Canada and Québec refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on her/him shall not prevent her/him in any way from later exercising any other remedy or right under this Agreement or other applicable law. Should Canada or Québec choose to waive a remedy or right therein, it shall do so in an explicit and unequivocal manner by way of a written notice.

1.4 Legal Scope of this Agreement

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

1.5 Mutual Assistance and Operational Cooperation

- 1.5.1 The Parties recognize that effective policing requires mutual assistance and operational cooperation between the various police authorities that operate in Québec, in keeping with their respective mandates and the applicable laws. Accordingly, and subject to the applicable statutes and regulations, an operational protocol may be established between the Sûreté du Québec (SQ) and the Naskapi Police Force.
- 1.5.2 This Agreement does not aim to change the mandate of the Royal Canadian Mounted Police (RCMP) or the SQ under the applicable legislation.

1.6 Access to Québec Police Information Centre (CRPQ)

The Director of Police ensures that relevant information is registered with the CRPQ according to the procedure agreed upon with the SQ.

1.7 Material and Equipment

- 1.7.1 The Municipality, further to recommendations of the Director of police, shall furnish material and equipment needed to provide policing services for the police force with the funds provided under this Agreement and in accordance with the applicable firearms statutes and regulations.
- 1.7.2 The Municipality shall ensure that the material and equipment purchased or rented with the funds provided under this Agreement are used solely for the provision of policing services and are strictly limited to what is reasonably necessary to carry out the mandate of the police force.
- 1.7.3 The members of the police force shall comply with the applicable firearms statutes and regulations.
- 1.7.4 The members of the police force shall comply with the statutes and regulations applicable to the use of pepper spray, for which they must hold professional qualification recognized by ENPQ.

1.8 Asset Disposal

- 1.8.1 For any asset purchased with funds provided under this Agreement that has an initial purchase cost of more than \$5,000, the Council agrees to maintain the asset acquired during the term of this Agreement unless:

- a) the replacement cost of the asset is less than the cost to maintain it; or
- b) the replacement of the asset is necessary due to wear or obsolescence.

1.8.2 For the term of this Agreement, the disposal of Municipality equipment purchased by the Municipality with funds provided under this Agreement equipment shall be carried out as follows:

- a) sold at market value. Unless Canada and Québec agree otherwise, the proceeds of such sales shall be credited to them in proportion to their initial contributions, that is, fifty-two percent (52%) for Canada and forty-eight percent (48%) for Québec. To do this,
 - i. Canada and Québec may reduce proportionally the payments to be made to the Municipality under this Agreement;
 - ii. If no amount is still owed to the Municipality under this Agreement, the proceeds shall become an amount owing to Canada and Québec.

1.8.3 At the end of this Agreement, unless Canada and Québec agree otherwise, any equipment that was purchased by the Municipality shall be:

- a) sold at market value. The proceeds of such sales shall be credited to Canada and Québec in proportion to their initial contributions, that is, fifty-two percent (52%) for Canada and forty-eight percent (48%) for Québec. To do this,
 - i. Canada and Québec may reduce proportionally the payments to be made to the Municipality under this Agreement;
 - ii. if no amount is still owed to the Municipality under this Agreement, the proceeds shall become an amount owing to Canada and Québec.

1.8.4 Canada and Québec reserve the right to allow the Municipality to reinvest the proceeds referred to in paragraphs 1.8.2 and 1.8.3 of this Agreement to purchase material and equipment needed to provide police services where the need warrants.

1.9 Public Safety Committee

1.9.1 The Municipality shall establish a Public Safety Committee or advisory body representative of the community in order to identify community issues, provide direction with regard to its public security priorities, and report them to the community.

1.9.2 The Municipality shall, within four (4) months following the end of each fiscal year covered by this Agreement, provide Canada and Québec with an annual report on the objectives it has adopted concerning public security issues and orientations in the Territory.

1.10 Support Staff

The Municipality shall ensure that the police force support staff are of good character and have the skills needed to carry out duties in places where confidential information is kept.

CHAPTER 2 - FUNDING

2.1 Funding

Canada and Québec shall fund the provision of policing services as referred to in this Agreement through an annual contribution paid to the Municipality. The annual contribution, shared at the rate of fifty-two percent (52%) for Canada and forty-eight percent (48%) for Québec, shall be:

- a) \$639,000 for fiscal year 2007-2008; and
- b) for fiscal year 2008-2009, determined in accordance with the following formula rounded to three decimals:

2008-2009 Funding

$$\begin{aligned}
&= \$639,000 \times \left(1 + \frac{\text{CPI December 2007} - \text{CPI December 2006}}{\text{CPI December 2006}} \right) \\
&= \$639,000 \times \left(1 + \frac{111.1 - 108.7}{108.7} \right) \\
&= \$639,000 \times 1 + .022 \\
&= \$653,058 \text{ for fiscal year 2008-2009.}
\end{aligned}$$

Where:

“CPI” represents the Consumer Price Index for Québec for the month of December as determined by Statistics Canada (catalogue 62-001-XPB-Table 326-0002).

2.2 Funding for Fiscal Year 2009-2010 and Subsequent Fiscal Years

The annual funding provided by Canada and Québec pursuant to this Agreement for the 2009-2010 fiscal year and each subsequent fiscal year is determined by taking the total amount of funding provided by Canada and Québec to the Municipality pursuant to this Agreement in the previous fiscal year and adjusting it to fully reflect the increase in the Consumer Price Index (CPI) for Québec using data published by Statistics Canada. The formula used for such purposes shall be the following rounded to three decimals:

$$\text{CYF} = \text{PYF} \times \left(1 + \frac{\text{CPI}_{x-1} - \text{CPI}_{x-2}}{\text{CPI}_{x-2}} \right)$$

Where:

“CYF” represents the total amount of funding to be provided by Canada and Québec to the Municipality pursuant to this Agreement in the target fiscal year;

“PYF” represents the total amount of funding provided by Canada and Québec to the Municipality pursuant to this Agreement in the previous fiscal year;

“x-1” represents December immediately preceding the target fiscal year; and

“x-2” represents the second December preceding the target fiscal year.

2.3 Exceptional Circumstances

The financial contributions provided for in clauses 2.1 and 2.2 of this Agreement do not cover additional expenses that may be incurred by reason of unforeseeable and unusual events or *force majeure*. Should such event occurs, resulting in additional expenses for maintaining peace and order in the Territory, the Parties agree to examine the situation and, if necessary, to take appropriate action.

2.4 Obligations of the Municipality and Accountability

2.4.1 Without limiting the general scope of clause 2.1, the Municipality:

- a) shall declare in writing, at the signature of this Agreement and before Canada’s and Québec’s first payments under this Agreement are made, any funds from any other source that are to be used directly or indirectly, in whole or in part, to attain the objective of this Agreement;
- b) shall declare in writing, at the end of each fiscal year for the term of the Agreement, any funds from any other source that were used directly or indirectly, in whole or in part, to attain the objective of this Agreement during the fiscal year in question;

- c) shall maintain separate accounting records including a separate chart of accounts clearly identifying revenue and expenditures for the police force's operations;
- d) shall maintain financial records with respect to the funds provided under this Agreement in accordance with generally accepted accounting principles as prescribed in the *Canadian Institute of Chartered Accountants Handbook*, including records of all expenditures made by the Municipality and invoices, receipts and vouchers relating thereto;
- e) shall retain all materials and records relating to this Agreement for a period of seven (7) years following the expiry or termination of this Agreement;
- f) shall within four (4) months following the end of each fiscal year, provide Canada and Québec with an audited financial statement that was prepared by an independent, qualified accountant and includes a balance sheet, an income statement, and a detailed statement of use of the funds paid in accordance with the terms of this Agreement.

2.4.2 The Municipality agrees that Canada and Québec will not make any payments to the Municipality if it does not fulfil to their satisfaction the obligations set out in paragraphs a) and b) of clause 2.4 of this Agreement.

2.4.3 On notice from Canada or Québec, if funds are paid by another federal or provincial department or agency and are used or were used directly or indirectly to attain the objective of this Agreement, Canada and Québec will reduce their contribution prescribed in clauses 2.1 and 2.2 of this Agreement by an amount equal to those funds or such other amount as they deem appropriate, provided the initial ratio of cost sharing between Canada and Québec under the FNPP is preserved.

2.5 Default and recovery

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

- a) reduce the contribution payable to the Municipality;
- b) suspend payments;
- c) take action according to particular provisions; or
- d) terminate this Agreement and immediately cancel any financial obligation arising from it and request repayment of amounts already paid but not spent.

2.5.2 In such an eventuality, Canada and Québec shall provide the Municipality with written notice setting out their intention.

2.6 Yearly Payment Instalments Schedule of Canada

2.6.1 Canada shall pay the Municipality its contribution of fifty-two percent (52%) of the total budget indicated in clauses 2.1 or 2.2 of this Agreement for each fiscal year on the following terms:

- a) an amount equal to twenty percent (20%) of its share of the total amount prescribed in clauses 2.1 or 2.2, April 15 or before April 15 of each fiscal year covered by this Agreement.
- b) amounts equal to eight percent (8%) of its share of the total amount prescribed in clauses 2.1 or 2.2 on June 1, July 1, August 1, September 1, October 1, November 1, December 1, January 1, February 1 and March 1 of each fiscal year covered by this Agreement.

2.6.2 Under section 40 of the *Financial Administration Act* (R.S.C. 1984, c. F-11), any payment under this Agreement is subject to an annual appropriation for the fiscal year in which any commitment hereunder would come in course of payment. Therefore, funding under this Agreement may be reduced or terminated at Canada's discretion in response to the government's annual budget or a parliamentary spending decision that has an impact on the Program under which this Agreement is made.

2.6.3 Any payment under this Agreement is also subject to the continuance by the Parliament of Canada of the Program under which this Agreement is made and the terms and conditions for the fiscal year in which any commitment hereunder would come in course of payment. Therefore, funding under this Agreement may be reduced or terminated at Canada's discretion in order to comply with any Parliament decision that has an impact on the level of ministerial funding for the Program.

2.6.4 In the event of a proposed reduction or termination of the funding of the Program under clauses 2.6.2 and 2.6.3 of this Agreement, Canada may, upon giving the Municipality and Québec a written notice of thirty (30) days, reduce the funding or terminate this Agreement. Where, as a result of reduction in funding, the Municipality is unable or unwilling to complete its obligations, the Municipality may, upon written notice to Canada, terminate the Agreement. Subject to the terms and conditions of this Agreement, if this Agreement is terminated, all obligations of each Party shall cease.

2.7 Yearly Payment Instalments Schedule of Québec

2.7.1 For each fiscal year covered by this Agreement, Québec shall pay the Municipality its contribution of forty-eight percent (48%) of the total budget indicated in clauses 2.1 or 2.2 of this Agreement on the following terms:

- a) for fiscal year 2007-2008, Québec must pay to the Municipality in the twenty (20) days following the signature of this present Agreement by all Parties, the total sum of \$306,720 for the period of April 1st, 2007 to March 31, 2008;
- b) in each fiscal year, an amount equal to twenty-five percent (25%) of Québec's share of the total amount prescribed in clauses 2.1 or 2.2 of this Agreement on June 1, August 1, November 1 and February 1.

2.7.2 Québec's contribution of funds for the provisions of policing services is subject to the appropriation of resources by the Québec National Assembly.

2.8 Carry-Over

- a) The Municipality may carry over to the following fiscal year, if that year is covered by this Agreement, a budget surplus of not more than 8.3% of the annual budget prescribed in this Agreement. These funds shall be used only for the purposes of policing in the Territory within a period that does not extend beyond April 30 of the following fiscal year;
- b) Any surplus funds in excess of 8.3% must be returned to Canada and Québec at their respective rate of funding, unless there is a request in writing from the Municipality, and approval in writing by Canada and Québec, to retain the surplus funds. The request must be submitted for consideration to Canada and Québec before any carry-forward can be approved. The total surplus funds to be carried-forward cannot exceed the Projected Cash Flow for April;
- c) Any surplus funds not expended on April 30th of the following fiscal year must be returned to Canada and Québec at their respective rate of funding;
- d) At the end of each fiscal year, any deficit remains the responsibility of the Municipality.

2.9 Audit

The Parties agree that Canada or Québec may appoint independent auditors, at their expense, during the term of this Agreement and within seven (7) years following the expiry or termination thereof to review the records maintained by the Municipality in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds and the consistent application of generally accepted accounting principles in the maintenance of financial records. The Municipality shall provide access without charge to all facilities for such audits during regular working hours within seventy-two (72) hours after receiving written notification. The results of any audits completed by Canada will be made available to the public through posting on the internet site of Public Safety Canada (www.PublicSafety.gc.ca).

2.10 Overpayment

- 2.10.1 Where, for any reason, the Municipality is not entitled to the contribution or Canada or Québec determines that the amount of the contribution disbursed exceeds the amount to which the Municipality is entitled, any such amount is a debt due to Her Majesty and to Québec, at their respective rate of funding and is recoverable as such.
- 2.10.2 When the Municipality's final financial report on revenues and expenditures is completed and an overpayment is identified, the Municipality shall forward a reimbursement cheque to Canada (payable to the Receiver General for Canada) and to Québec (payable to the ministre des Finances), at their respective rate of funding, for the amount of the overpayment. The due date for the reimbursement shall be the date of the submission of the final financial report.
- 2.10.3 When Canada or Québec performs a financial analysis or an audit of the financial statements of the Municipality and an overpayment is identified, the overpayment shall be repaid to Canada and Québec, no later than thirty (30) days after the date of the notice by Canada or Québec.
- 2.10.4 Where any amount due to Canada or Québec has not been repaid, an amount equal to the amount due may be retained, at their respective rate of funding, by way of deduction from or set-off against any sum of money that may be due or payable to the Municipality.

2.11 Interest charges

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

2.12 Subcontracting

- 2.12.1 At all times, the Municipality is accountable for its obligations or responsibilities under this Agreement.
- 2.12.2 The Municipality shall ensure at all times that all of its commitments under this Agreement are fully honoured.
- 2.12.3 The Municipality shall notify Canada and Québec of any delegation of administrative management of the police force and for that purpose shall agree on a contract detailing the services provided and the responsibilities and undertakings of the subcontractor. The monetary value of such contracts may not exceed fifteen percent (15%) of this Agreement. The annual budget of this Agreement shall be amended as described in clause 7.4 of this Agreement in order to reflect the contract.
- 2.12.4 In all contracts it awards, the Municipality shall, if applicable, bind each subcontractor in writing to the terms and conditions of this Agreement. These terms and conditions apply to the subcontractor's work, the services provided by the subcontractor and property acquired by the subcontractor on the Municipality's behalf. The Municipality shall, when so requested by Canada or Québec, provide a copy of the contract with any subcontractor with which the Municipality does business.

CHAPTER 3 - AUTHORIZED USE OF FUNDING

3.1 Eligible Costs

- 3.1.1 Funds paid under this Agreement may be applied to the following items:
- a) costs related to the provision of policing services, including costs related to the use, occupancy, operation and maintenance of police facilities;
 - b) costs related to the coaching, support, on-job training, and academic training of police officers;

- c) pay and benefits for police officers and civilian personnel;
 - d) routine expenses, including operating and maintenance costs and minor repair costs;
 - e) professional fees related to the preparation of annual audited financial statements; and
 - f) legal services, excluding costs related to negotiations.
- 3.1.2 Canada and Québec reserve the right to challenge the eligibility of any other expenditure under this Agreement.
- 3.1.3 The funding provided by Canada and Québec as set out in clauses 2.1, 2.2 and Schedule "A" of this Agreement is calculated on the basis of a minimum complement of 3.83 full-time equivalent police officers.

CHAPTER 4 - INSURANCE AND INDEMNIFICATION

- 4.1.1 The Municipality shall, at its own expense and without limiting its obligations under this Agreement, insure the activities of policing services in the Territory, as well as the activities of the Municipality, the Public Safety Committee or advisory body referred to in clause 1.9.1 of this Agreement, and their respective members, employees, officials or agents, under a comprehensive or commercial general liability policy in an amount not less than \$5,000,000 per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use thereof. The policy shall contain a blanket contractual liability and include a cross liability clause.
- 4.1.2 The Municipality shall provide Canada and Québec with proof of insurance (copy of insurance policy or insurance policies) within thirty (30) days following the signing of this Agreement and, subsequently, within thirty (30) days following the start of each fiscal year referred to in this Agreement.
- 4.1.3 The Municipality shall indemnify and save harmless Canada and Québec and their respective employees and agents from and against all claims, losses, damage, actions, causes of actions, costs and expenses or liabilities that may arise directly or indirectly out of any act, omission or delay or negligence on the part of the Municipality 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.
- 4.1.4 Neither Canada nor Québec shall be liable for any death, bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Municipality, its members, employees or agents or third parties in the performance of this Agreement, unless it was caused by a fault of an employee or agent of either Canada or Québec while acting within the scope of his or her employment or agency respectively.

CHAPTER 5 - LIAISON COMMITTEE

- 5.1.1 A liaison committee (hereinafter referred to the "Committee") is established for the purposes of this Agreement. The Committee will be disbanded at the end of this Agreement.
- 5.1.2 The Committee consists of three (3) persons, each representing a Party to this Agreement.
- 5.1.3 It is understood that any member of the Committee may invite observers as required.
- 5.1.4 The Committee shall monitor the implementation of this Agreement, review issues of mutual concern, ensure ongoing communication among the Parties and attempt, where applicable, to resolve through discussions among the Parties any disputes that may arise from any issues relating to the interpretation and application of this Agreement.

- 5.1.5 The Committee may make recommendations on any issue relating to the implementation of this Agreement.
- 5.1.6 The Committee's recommendations are made by consensus but are not binding on the Parties to this Agreement.
- 5.1.7 The Committee shall meet as required during the term of this Agreement. Further, any member of the Committee may call a special meeting by giving notice to the other members of the Committee at least fifteen (15) days prior to the date of the meeting.
- 5.1.8 The Parties undertake to inform the Committee on a timely basis of any matter that may be considered a substantial concern by any Party or Parties and that may adversely affect police operations. In such a case, the concerned Party or Parties shall provide the Committee with sufficient time to address the issue in a manner agreeable to all Parties.
- 5.1.9 Each Party is responsible for identifying its member to the Committee and advising the other Parties of the selection following the signature of this Agreement or when a change is made.

CHAPTER 6 - DISPUTE RESOLUTION

- 6.1.1 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.
- 6.1.2 In the event of a dispute, any Party may refer the matter at issue in writing to the Committee described in chapter 5 of this Agreement so that the Committee can endeavour to resolve the matter within sixty (60) days. To assist it in resolving the dispute, the Committee may seek the services of a third party in order to obtain advice and counsel.
- 6.1.3 If the Committee is unable to resolve the dispute within sixty (60) days, pursuant to a notice to all Parties of its intention to hear the matter from each Party, any Party may exercise its right to terminate the Agreement in accordance with clause 7.1 or use any other remedy available in law.

CHAPTER 7 - FINAL PROVISIONS

7.1 Termination

- 7.1.1 This Agreement may be terminated at the end of a period of ninety (90) days from the date that one of the Parties sends a justified termination notice, unless the Parties agree to different provisions before that time.
- 7.1.2 Upon termination or expiry of this Agreement, the Parties agree that the Committee shall recommend appropriate transitional or final provisions to the Parties.
- 7.1.3 If this Agreement is terminated by any of the Parties or expires and is not renewed, the Municipality undertakes to:
- a) oversee the payment of all amounts due for goods or services provided under this Agreement, on or before the date of termination or expiry of this Agreement;
 - b) repay to Canada and Québec the portion of the funds received and unused, in proportion to their respective contributions, within sixty (60) days following the date of termination or expiry of this Agreement;
 - c) any funds remaining owing and unpaid within sixty (60) days 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 per cent (3%), from the due date to the settlement date.

7.2 Applicable legislation

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

7.3 Declaration of Nullity or Invalidity by a Competent Court

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 retain full force and effect. Moreover, the Parties agree to remedy such nullity and invalidity as soon as possible so that objectives of this Agreement can be achieved.

7.4 Amendment

The Parties may amend this Agreement through a written agreement by all Parties.

7.5 Communication

Correspondence shall be sent to the Parties at their respective mailing address or by fax:

- a) to the Municipality:

Naskapi Village of Kawawachikamach
P.O. Box 5111
Kawawachikamach, Québec G0G 2Z0
Fax: 418 585-3130

- b) to Canada:

Public Safety Canada
Aboriginal Policing Directorate
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8
Fax: 613 991-0961

- c) to Québec:

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

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

7.6 Term of this Agreement

Notwithstanding the date it is signed, this Agreement covers the period from April 1, 2007, to March 31, 2012, subject to the termination provisions set out in clause 7.1 of this Agreement.

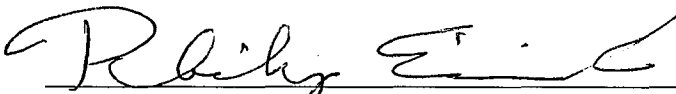
7.7 Bilingual Agreement

This Agreement is done in English and in French, each text being equally authoritative.

SIGNATURES

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

FOR THE MUNICIPALITY,



THE MAYOR

2 AVRIL 2008
Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,



THE MINISTER OF PUBLIC SAFETY AND
EMERGENCY PREPAREDNESS

AVR 01 2008
Signed on


FOR THE GOUVERNEMENT DU QUÉBEC,



THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

10uc 3rd 2008
Signed on

AND



THE MINISTRE RESPONSABLE DES AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES,
DES AFFAIRES AUTOCHTONES, DE LA
FRANCOPHONIE CANADIENNE, DE LA RÉFORME
DES INSTITUTIONS DÉMOCRATIQUES ET
DE L'ACCÈS À L'INFORMATION

13 mai 2008
Signed on

SCHEDULE A - BUDGET**Naskapi Police Force**

	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
REVENUES	639,000	653,058	Budget 08-09 + CPI	Budget 09-10 + CPI	Budget 10-11 + CPI
Canada	332,280	339,590	52% of budget	52% of budget	52% of budget
Québec	306,720	313,468	48% of budget	48% of budget	48% of budget
ESTIMATED EXPENSES					
Salaries and benefits	334,123	336,000	337,000	338,100	339,200
Equipment purchase	52,000	54,000	56,000	58,000	60,000
Policing operations	159,277	166,958	+/- 167,708	+/-176,000	+/-184,150
Equipment maintenance and repair/leasing	28,600	30,000	31,400	32,100	33,200
Administration	8,000	8,100	8,200	8,300	8,400
Ongoing on-job training and academic training	27,000	28,000	29,000	30,000	31,000
Professional fees (on-job training, legal services)	30,000	30,000	30,000	30,000	30,000
Total	639,000	653,058	Budget 08-09 + CPI	Budget 09-10 + CPI	Budget 10-11 + CPI