

COLLABORATION AGREEMENT TO ENSURE AN INDIGENOUS POLICE PRESENCE IN THE COMMUNITY OF WINNEWAY

BETWEEN: The **government of Québec**, represented by the Minister of Public Security, the Minister Responsible for Indigenous Affairs and the Minister Responsible for Canadian Relations and the Canadian Francophonie, acting respectively through the Deputy Minister of Public Security and the Director General of the Sûreté du Québec, the Secrétaire général associé aux Affaires autochtones and the Secrétaire général associé aux Relations canadiennes

Hereinafter referred to as "**Québec**"

BETWEEN: The **Council of Long Point First Nation Council**, whose establishment is situated at 209 Azadi Mikana, P.O. Box 43, Winneway, Québec, J0Z 2J0, represented by Steeve Mathias, chief of the Council of Long Point First Nation, duly authorized for the purposes of this Agreement;

Hereinafter referred to as the "**Council of Long Point First Nation**"

BETWEEN: The **Council of Timiskaming First Nation**, whose establishment is situated at 24 Algonquin Avenue, Notre-Dame-du-Nord, Québec, J0Z 3B0, represented by Arden McBride, chief of the Council of Timiskaming First Nation, acting by and for its Indigenous police force and duly authorized for the purposes of this Agreement;

Hereinafter referred to as the "**Timiskaming IPF**"

BETWEEN: The **Council of Kebaowek First Nation**, whose establishment is situated at 4 Ogima Street, Kipawa, Québec, J0Z 2H0, represented by Lance Haymond, chief of the Council of Kebaowek First Nation, acting by and for its Indigenous police force and duly authorized for the purposes of this Agreement;

Hereinafter referred to as the "**Kebaowek IPF**"

Hereinafter referred to individually and collectively as the party (ies)

PREAMBLE

- WHEREAS** since April 1, 2006, the Sûreté du Québec (the "Sûreté") has provided police service in the community of Winneway, in accordance with its mandate to maintain peace, order and public security throughout Québec pursuant to sections 48 and 50 of the *Police Act* (CQLR, c. P 13.1);
- WHEREAS** the Minister of Public Security (hereinafter referred to as the "Minister") is responsible, pursuant to the first and second paragraphs of section 9 of the *Act respecting the Ministère de la Sécurité publique* (CQLR, c. M-19.3), to administer or supervise the administration, as the case may be, of the laws respecting the police; to further and promote the coordination of police activities;
- WHEREAS** the Council of Long Point First Nation Council has expressed the desire to have its own Indigenous police force in the territory of the community of Winneway;
- WHEREAS** the Quebec and the Council of Long Point First Nation Council concluded a framework Agreement on February 14, 2008, which includes commitments to public safety and was reconfirmed by a letter of understanding on August 25, 2020;
- WHEREAS** the Parties agree on the importance of offering the community of Winneway professional, dedicated police services adapted to its needs and culture, in accordance with the applicable legislation and regulations;
- WHEREAS** on October 7, 2021, Québec announced the implementation of a proposed Indigenous police service in the community of Winneway;
- WHEREAS** until the authorities have established the proposed Indigenous police service, the Ministère de la Sécurité publique has asked the Sûreté to adopt temporary measures that ensure an Indigenous police presence in the territory of the community of Winneway;
- WHEREAS** pursuant to the first paragraph of section 49 of the *Police Act* police officers are peace officers throughout Québec's territory and this section applies to a police officer who is a member of an Indigenous police force;
- WHEREAS** the Council of Timiskaming First Nation and the Council of Kebaowek First Nation agree that the members of their respective police forces act as peace officers in the territory of the community of Winneway to ensure a temporary Indigenous police presence there;
- WHEREAS** such collaboration seeks to foster community-based interventions and a preventive, community-based approach in the community of Winneway;
- WHEREAS** this Agreement contributes to the implementation of the commitments made in the 2008 Framework Agreement (Entente-cadre de 2008).

IN CONSIDERATION OF THE FOREGOING, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1 PURPOSE

- 1.1 This agreement (hereinafter “the Agreement”) seeks to establish temporary measures to ensure an Indigenous police presence in the community of Winneway in two phases, i.e., Phase 1 (Joint Patrol), and Phase 1.5 (Shared Police Service), described in articles 3 and 4, respectively.

To this end, the Agreement stipulates the responsibilities of the Parties and the terms and conditions applicable in the context of the phases.

2 INTERPRETATION

- 2.1 The preamble and the schedules are an integral part of the Agreement.
- 2.2 Should a court of competent jurisdiction declare a provision in the Agreement null, invalid, or inapplicable, the other provisions in the Agreement maintain their full effect insofar as such effect does not depend on the provision declared null, invalid, or inapplicable. Moreover, the Parties undertake to remedy as expeditiously as possible such nullity, invalidity, or inapplicability such that the purpose of the provision is attained.
- 2.3 The Agreement does not create, recognize, deny, or otherwise affect any ancestral right or right stemming from the treaties recognized and confirmed pursuant to section 35 of the *Constitution Act, 1982*. It is neither a treaty nor an agreement on land claims within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- 2.4 The Agreement does not modify the powers and the mandate of the Sûreté in the community of Winneway. It is understood that the Agreement does not modify the powers and the mandate of the Timiskaming Police Force and the Kebaowek Police Force (hereinafter referred to individually or collectively as the “IPF” or the “IPFs”).
- 2.5 The territory that the Agreement covers is described in Schedule 1, hereinafter referred to as “the Territory.” The description of the Territory is valid solely in respect of this Agreement and is in no way detrimental to the respective positions of the Council of Long Point First Nation or Québec concerning the present or future territorial boundaries of the community.
- 2.6 The reference in the Agreement to a “Member” refers to a member of the Sûreté or a member of an IPF whether a police officer or a special constable in the context of the Joint Patrol or the Shared Police Service stipulated by the Agreement.

3 PHASE 1 – JOINT PATROL

- 3.1 Phase 1 entails the implementation of the “Joint Patrol” in the manner stipulated in this Agreement.

The “Joint Patrol” is a patrol carried out by an identified vehicle of an IPF and an identified vehicle of the Sûreté in the territory of the community of Winneway, in the manner stipulated in Phase 1 of the Agreement. The Joint Patrol does not seek the twinning of the members of the IPFs and the Sûreté in the same vehicle.

RESPONSIBILITIES OF THE SÛRETÉ

- 3.2 The Sûreté maintains responsibility for police service in the Territory and therefore ensures the management, response to, and processing of calls, the investigation of cases, follow-up with the Director of Criminal and Penal Prosecutions, and follow-up with respect to complainants.
- 3.3 During a Joint Patrol period, the Member of an IPF acts under the operational authority of the Sûreté.
- 3.4 The Sûreté is responsible for the weekly planning of Joint Patrol periods and, to this end, consults the IPF to ensure that such planning respects their operational capacity.
- 3.5 The Sûreté is responsible for the organization and the coordination of the activities of the Joint Patrol.
- 3.6 The Sûreté undertakes to provide the Members with microphone-type cell phones "mikes" to ensure direct communication between patrol vehicles in the Joint Patrol.
- 3.7 The Sûreté undertakes to make its Members available for the Joint Patrol according to the agreed weekly planning.
- 3.8 The Sûreté undertakes to notify the IPFs as quickly as possible of any delay, impediment, or any other cancellation of a Joint Patrol period stemming from specific or exceptional circumstances.
- 3.9 At the beginning each Joint Patrol period, the Members must meet to organize the day of the Joint Patrol.
- 3.10 In the event of an event or a call arising in the Territory of the Joint Patrol, the Members of the Sûreté must transmit the necessary information to the Members of the IPF and when necessary, request the assistance of the Members of the IPF.

REPONSIBILITIES OF THE IPFs

- 3.11 The IPFs undertake to collaborate with the Sûreté, when required, in the weekly planning of the Joint Patrol and must communicate at that time the names of the Members asked to participate in each Joint Patrol period planned.
- 3.12 The IPFs undertake to make their Members available for the Joint Patrol according to the weekly planning transmitted by the Sûreté.
- 3.13 The IPFs undertake to notify the Sûreté as quickly as possible of any delay or any impediment on the part of their Member to participate in a Joint Patrol period.
- 3.14 The IPFs must allocate preparation time for their Members in anticipation of their participation in the activities of the Joint Patrol, when required.
- 3.15 The IPFs must provide their Members with an identified vehicle that they use to carry out the Joint Patrol and any other equipment required for this purpose.
- 3.16 The IPFs must ensure that their Members use the telecommunications equipment (microphone-type cell phones « mikes ») provided by the Sûreté according to the latter's indications.

- 3.17 The IPFs undertake to ensure that their Members do not use specialized equipment such as vehicular and portable cameras and any firearm other than a pistol during the Joint Patrol except with the prior written agreement of the Sûreté.
- 3.18 At the beginning each Joint Patrol period, the Members must meet to organize the Joint Patrol.
- 3.19 Should an event or a call arise in the Territory during the Joint Patrol, the Members of the IPF must offer the Members of the Sûreté the assistance that the latter request of them.
- 3.20 The IPFs agree that the presence of their Members in the Territory must fall within the scope of the Joint Patrol, according to the agreed weekly planning. Accordingly, in the case of a cancellation or suspension, the IPFs undertake to not deploy or maintain the presence of their Members in the Territory.

4 PHASE 1.5 – SHARED POLICE SERVICE

- 4.1 Phase 1.5 entails the establishment in the Territory of a shared police service between the Sûreté and the Members of the IPFs appointed special constables by the Minister pursuant to section 107 of the *Police Act*. The special constables will maintain peace, order, and public security, prevent and suppress crime and breaches of the law and seek out the culprits in the Territory in accordance with the terms of section 105 of the *Police Act*.
- 4.2 Once the Minister has consulted the Parties concerned, she must inform in writing the IPFs and the Sûreté of the implementation of Phase 1.5 on the date agreed with them, thereby ending Phase 1.
- 4.3 The Sûreté and the IPFs provide the police service in the Territory according to the distribution of police service periods agreed between the Sûreté and the IPFs, hereinafter the "service period(s)".
- 4.4 The Sûreté is the competent authority in the Territory and as such is responsible for the coordination of the distribution of service periods.
- 4.5 The Sûreté or an IPF is responsible in turn for the police service according to the distribution of service periods.
- 4.6 When an IPF is ensuring a service period, the Sûreté transfers the service calls that it receives to the IPF responsible for the service period.
- 4.7 The IPF that is responsible for the service period then assumes responsibility for the management, response to, and processing of calls, the investigation of cases, follow-up with the Director of Criminal and Penal Prosecutions, and follow-up with respect to complainants. The same is true of the cases that the IPF initiates during its service periods.
- 4.8 The IPFs must use their own forms and equipment and abide by the management directives and policies applicable to them.
- 4.9 The Sûreté and the IPFs will agree on other operational procedures by signing a protocol in this respect.

5 MAINTENANCE OF THE EMPLOYMENT RELATIONSHIP

- 5.1 The Agreement does not modify the employment relationship of the Members. Accordingly, each Party remains the employer of the Members of its police force who participate in Phase 1 — Joint Patrol, and Phase 1.5 — Shared Police Service, and must assume all the attendant rights, obligations, and responsibilities.
- 5.2 The Member remains under the administrative authority of the police force to which he reports. He must continue to comply with the requirements in the legislation, regulations, directives, and policies applicable to the police officer members of his police force, which continues to exercise administrative and disciplinary control with respect to him.
- 5.3 The administrative treatment including the fringe benefits, employer contributions, travel expenses, and overtime of the Members is assumed by the Party that employs them, according to the applicable conditions of employment.
- 5.4 Each Party agrees to assume the costs such as overtime and travel expenses related to the assistance provided to another Party or to the designation of its Member in the context of any investigation, pre-investigation, recourse, action, prosecution, complaint, dispute, or claim that is related to the Agreement, including for the preparation of his testimony.
- 5.5 Each Party agrees to provide the requisite assistance and release its Members, at its expense, for the time required to prepare a case, prepare testimony, or to help one of the Parties in the context of any investigation, pre-investigation, recourse, action, prosecution, complaint, dispute, or claim related to the Agreement.

6 CONFIDENTIALITY

- 6.1 The Parties undertake to take the necessary steps to protect the confidential nature of the information obtained in the context of the Agreement.
- 6.2 In the management and observance of the confidential nature of such information, the IPFs undertake to demand that each of their Members signs the Confidentiality Agreement in Schedule 2 appended hereto before participating in the Joint Patrol.

7 CIVIL LIABILITY

- 7.1 For the purposes of the Agreement, the Members of the IPFs act at the request of the Minister. In this context, in accordance with paragraph 3 of section 49 of the *Police Act*, the Members of the IPFs are deemed to be an agent of the Minister for the purpose of determining civil liability toward third parties and for the purposes of administering the *Act respecting industrial accidents and occupational diseases* (CQLR, c. A-3.001).

8 BREACH NOTIFICATION

- 8.1 The Parties undertake to promptly notify each other of any relevant details of incidents that arise in the Territory related to the Agreement likely to give rise to claims (including claims against third parties, claims between defendants and counterclaims), requests, causes of action, police

interventions, legal proceedings, investigations, or statutory disclosure obligations, or any other problem related to the Agreement.

- 8.2 The Parties undertake to notify each other of any formal notice, recourse, claim, request, prosecution, and other procedures transmitted or taken by any person related to the Agreement.
- 8.3 In the event of an incident that involves the Members, the Parties undertake to consult each other concerning the incident and to attempt in good faith to find a solution to remedy it. Depending on the nature the incident, the Sûreté may request that a Member no longer participate in the Joint Patrol.

9 SECURITY CHECKS

- 9.1 The IPFs agree that their Members be subject to a security-screening process if the Sûreté deems it necessary for the purposes of the execution of the Joint Patrol under the terms of the Agreement. The Member must then comply with the requirements pertaining to security screening for the entire duration of the Agreement. The Sûreté will not disclose any outcome of the security screening to the Member or to the IPF that employs him. The Sûreté may, at its discretion, demand that the Member who fails to satisfy the security requirements be excluded from the Joint Patrol.
- 9.2 The Parties undertake to verify beforehand police misconduct among their Members. A Member must satisfy the honesty and integrity criteria defined in the *McNeil decision* ([2009] 1 SCR 66), as stipulated in the procedure appended to Press release 2015-15 of the Ministère de la Sécurité publique concerning the communication of police misconduct during legal proceedings.

10 DISPUTE SETTLEMENT

- 10.1 Should a dispute arise during the execution of the Agreement or in respect of its interpretation, the Parties undertake, before they exercise any recourse, to seek in good faith a solution by mutual agreement to the dispute and, if necessary, to call upon a third party, according to the terms and conditions to be agreed, to help them settle the dispute.

11 COMMUNICATIONS

- 11.1 The Parties undertake to inform each other in a timely manner of any project, difficulty, incident, and any change likely to affect the conditions and/or the execution of the Agreement.
- 11.2 The Parties agree that to be valid and bind the Parties, the information, communications, and notices to be transmitted pursuant to the Agreement must be given in writing and transmitted by a means that allows for proof of receipt at a specific time, to the representatives of the Parties whose contact information appears below:

For the Minister:

Jean-Sébastien Dion, Directeur à la direction des affaires policières autochtones
jean-sebastien.dion@msp.gouv.qc.ca

For the Council Long Point First Nation :
Jean Vicaire, conseiller stratégique en sécurité publique
jeanvicaire@advisorps.onmicrosoft.com.

For the Kebaowek IPF :
Nelly Mathias, Chief of Kebaowek IPF
nmathias@kebaowek.ca

For the Timiskaming IPF :
Robert Tebiscon, Chief of Timiskaming IPF
Robert.Tebiscon@TFN272.ca

For the Sûreté :
Bruno Drouin, directeur District Nord
bruno.drouin@surete.qc.ca

- 11.3 Any change of representative or contact information must be subject to written notice to the other Parties.

12 MODIFICATION OF THE AGREEMENT

- 12.1 The Agreement may be modified by written amendment signed by the Parties. If necessary, the modification will take effect on the date indicated on the amendment or, failing that, on the date of the last signature of the Parties.

13 DURATION

- 13.1 The Agreement comes into force on April 1st 2022 and ends on March 31st, 2023.
- 13.2 The Agreement is renewed under the same conditions at the end of its term for additional successive periods of one (1) year unless one of the Parties sends at least 30 days' notice of non-renewal to the other Parties. The notice of non-renewal of the Agreement transmitted by any of the IPFs does not end the Agreement as regards the other Parties.
- 13.3 The expiration or the termination of the Agreement does not end the obligations stipulated in the Agreement, which, by virtue of their nature or otherwise, must survive the expiration or the termination of the Agreement, including but not limited to the obligations respecting confidentiality and responsibility.


14 TERMINATION

- 14.1 The Parties may at any time by mutual agreement cancel the Agreement by a written document signed by the Parties. The termination takes effect on the date agreed by the Parties.
- 14.2 Each Party may also cancel the Agreement without its being necessary to justify the termination. To this end, the Party that initiates the termination must send at least thirty (30) days' written notice to the other Parties. The termination then takes effect on the date stipulated in the notice or, failing that, on the expiration of a prescribed time of thirty (30) days after the date of receipt

of the notice. The notice of cancellation of the Agreement transmitted by any of the IPFs does not end the Agreement as regards the other Parties.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED 7 ORIGINAL COPIES OF THIS AGREEMENT.

FOR THE COUNCIL LONG POINT FIRST NATION



THE CHIEF

July 21, 2022
Signed on


FOR THE COUNCIL OF TIMISKAMING FIRST NATION



THE CHIEF

July 22, 2022
Signed on

FOR THE COUNCIL OF KBAOWEK FIRST NATION



THE CHIEF

July 22/2022
Signed on

FOR THE GOUVERNEMENT DU QUÉBEC



THE SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

2022-06-09

Signed on

and



THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX AFFAIRES AUTOCHTONES

2022-07-13

Signed on

and



THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS CANADIENNES

2022-06-10

Signed on

and

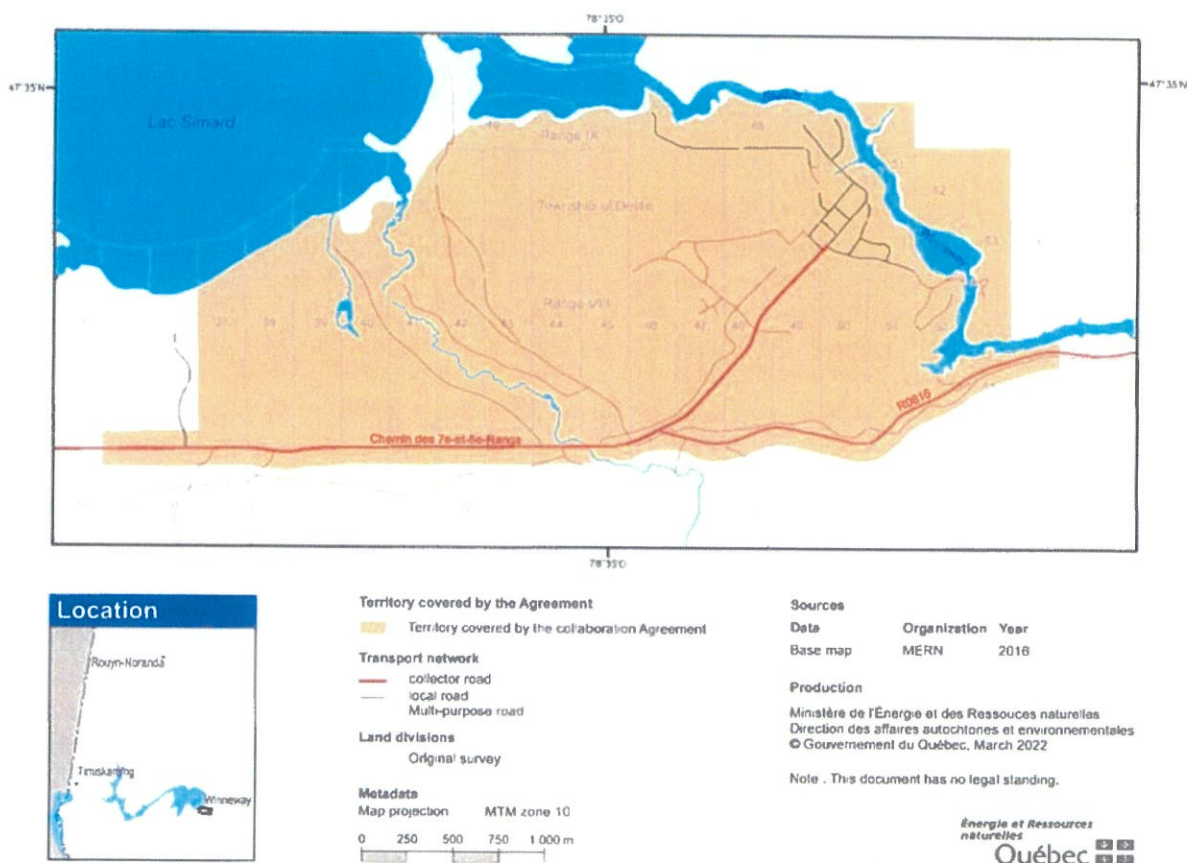


DIRECTOR GÉNÉRAL
OF THE SÛRETÉ DU QUÉBEC

2022-06-09

Signed on

SCHEDULE 1 POLICE SERVICE TERRITORY



The police service territory covered by this Agreement includes the following lots or portions of lots from the original survey:

- Township of Devlin, range IX parts of lots 40, 47 and lots 46;
- Township of Devlin, range VIII parts of lots 35, 36, 37, 38, 39, 40, 41, 42, 51, 52, 53, 54 and lots 43, 44, 45, 46, 47, 48, 49, 50;
- Township of Devlin, range VII parts of lots 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 56.

The description of the police service area is for the purpose of this Agreement only and is in no way detrimental to the respective positions of the Council of Long Point First Nation or Québec concerning the present or future territorial boundaries of the community.

**SCHEDULE 2
CONFIDENTIALITY AGREEMENT**

I, the undersigned, state as follows:

1. I am employed by [name of employer] (designation of the employer), whose establishment is situated at [address].
2. I am participating in the Joint Patrol in the context of the Collaboration Agreement concluded between the Québec government, the Council of Long Point First Nation, the Council of Timiskaming First Nation, and the Council of Kebaowek First Nation.
3. I am performing the duties described in the Agreement.
4. I undertake, without any time restriction, to keep entirely secret, to never communicate or allow to be communicated to anyone any information or document (including [name of the employer]), regardless of the medium, that is communicated to me or of which I become aware in the context of the Agreement, unless the Sûreté has duly authorized me to do so.
5. I also undertake, without any time restriction, to never use such information or such a document for a purpose other than that which falls within the scope of my duties stipulated in the Agreement.
6. I undertake to never retain following my participation in the Joint Patrol any information or document, regardless of the medium, that is communicated to me or of which I become aware in the context of my participation in the Joint Patrol, unless the Sûreté has duly authorized me to do so.
7. Moreover, I undertake to comply with all the applicable rules concerning information security.
8. I have been informed that failure to comply with all or part of this confidentiality Agreement exposes me or my employer to legal recourse, claims, prosecution, and all other procedures because of the harm caused.
9. I confirm that I have read the terms of this Agreement and that I have grasped their full significance.

I have signed in [city], on [date]]

Signature