

**AGREEMENT
RESPECTING GRANT DISBURSEMENT PROCEDURES FOR
PARTICIPATION BY THE AKWESASNE MOHAWK POLICE SERVICE IN
THE DRUG-IMPAIRED DRIVING DETECTION TRAINING PROGRAM FOR
THE 2018-2019 TO 2021-2022 FISCAL YEARS**

BETWEEN

THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

for and on behalf of the Québec government, represented by Brigitte Pelletier,
sous-ministre du ministère de la Sécurité publique,

(hereinafter referred to as the “MINISTER”)

AND

THE MOHAWK COUNCIL OF AKWESASNE

acting through Shawn Dulude, Director of the Akwesasne Mohawk Police Service, duly
authorized pursuant to a resolution of the Mohawk Council of Akwesasne

(hereinafter referred to as the “COUNCIL”)

PREAMBLE

WHEREAS the legalization of cannabis has led to significant legislative changes concerning oversight of this substance and combating drug-impaired driving;

WHEREAS on March 29, 2019, the Québec government concluded with the Government of Canada a financial contribution agreement pertaining to police training, data collection, and the acquisition of approved drug screening equipment to combat drug-impaired driving;

WHEREAS the Québec government has undertaken, at the conclusion of this agreement, to financially support all Québec police forces, including Indigenous police forces, in the management of change and staff training in the realm of road safety through the establishment of a training program (hereinafter “the training program”);

WHEREAS the École nationale de police du Québec (ENPQ) has a mandate to coordinate the planning and dissemination of eligible training programs both to the ENPQ, through deconcentration or off-site training, and to develop and disseminate the training program pursuant to its mission stipulated in section 10 of the *Police Act* (CQLR, c. P-13.1);

CONSEQUENTLY, the parties agree to the following:

1. INTERPRETATION

Definitions

1.1 Under this agreement, the following expressions have the meanings indicated:

- a) Replacement costs: a lump sum granted to the COUNCIL to reduce the replacement cost of a police officer registered for a half-day or longer training session. For the duration of this agreement, the amount granted is \$100 for a half-day of training or \$200 for a full day of training.
- b) Travel costs: a maximum amount granted to the COUNCIL to reimburse the travel costs of police officers travelling to the ENPQ, if necessary. Travel costs are defined by the number of kilometres travelled between the address of the police station that serves the community and the training site.
 - Such costs are calculated by multiplying the number of kilometres travelled by the applicable kilometrage allowance under the *Directive sur les frais remboursables lors d'un déplacement et autres frais inhérents* adopted by the Conseil du trésor.
 - The kilometrage allowance in force as of October 1, 2019 is \$0.47/km.
- c) Eligible costs: the replacement costs and the travel costs.
- d) Eligible training: training planned during the period covered by the agreement in keeping with the list of road safety training programs disseminated by the ENPQ in Schedule A.
- e) Deconcentration training: training recognized by the ENPQ offered by the network of instructors in different police organizations in Québec.
- f) Off-site training: Training recognized by the ENPQ offered by ENPQ instructors outside the institution.

Contractual documents

- 1.2 This agreement is the only agreement entered into between the parties concerning the grant disbursement procedures for participation by the council's police force in the implementation of the training program and any other agreement not reproduced herein is deemed null and void.
- 1.3 The preamble is an integral part of this agreement.
- 1.4 The schedules to this agreement are an integral part of the agreement. The COUNCIL acknowledges that it has received a copy of the preamble and the schedules, has read them, and agrees to the standards and conditions specified therein. In the event of a conflict between the schedules and this agreement, the agreement takes precedence.

2. PURPOSE OF THE AGREEMENT

- 2.1 This agreement seeks to stipulate the procedure pertaining to the payment, by the MINISTER to the COUNCIL, of grants to support participation by its police force in the training program and the related initiatives for the duration and under the conditions stipulated therein.

3. GENERAL REMARKS

- 3.1 No meal or travel expenses of the police officers participating in deconcentration or off-site training will be reimbursed to the COUNCIL pursuant to this agreement.
- 3.2 The provisions in this agreement in no way authorize one party to incur expenses or contract debts on behalf of the other party nor to act as a representative of the other party.

4. OBLIGATIONS AND POWERS OF THE MINISTER

Reimbursement of eligible costs

- 4.1 Based on the list of participants and the number of trips submitted beforehand to her by the ENPQ, the MINISTER will reimburse the COUNCIL, if necessary, the replacement and travel costs.
- 4.2 Not later than the end of the first week of December in each fiscal year that this agreement covers, if the MINISTER believes that, after consulting the ENPQ, the COUNCIL will be unable to train the stipulated number of police officers, she may reduce the number of spaces granted to it and the reimbursement of the corresponding eligible costs.
- 4.3 The MINISTER can refuse to reimburse the eligible costs for certain training programs if the COUNCIL has not submitted to the ENPQ the list of participants.

Follow-up to the program

- 4.4 The MINISTER must notify the COUNCIL of any change pertaining to the conduct of the training program.

5. OBLIGATIONS OF THE COUNCIL

Representative

- 5.1 The COUNCIL undertakes to ensure that its police force designates among its staff a representative whose role is to:
- a) plan, in collaboration with the ENPQ training coordinator, the dissemination of eligible training programs;
 - b) ensure the transmission, if the need arises, of the information that the ENPQ requires pertaining to the administration of the training program such as the list of participants and the number of trips made to the ENPQ;
 - c) collaborate, more generally, with the MINISTER and the ENPQ to facilitate the realization of and follow-up to the training program.

Dissemination of the training programs

- 5.2 The COUNCIL undertakes to ensure that its police force, through or in conjunction with the representative designated pursuant to section 5.1 of this agreement:
- a) facilitates the dissemination of the training programs and participation by its police officers in the programs both at the ENPQ and through deconcentration and off-site training;
 - b) respects to the best of its ability the planning of the eligible training programs established in collaboration with the ENPQ;
 - c) reports on the state of advancement of the number of training programs and informs, if necessary, the ENPQ not later than February 1 of each year of the number of spaces that it cannot fill as of the following March 31 for each of the training programs planned.

Other

- 5.3 The COUNCIL also undertakes, if requested by the MINISTER or the ENPQ, to ensure that its police force collects and submits to her certain data concerning the application of drug-impaired driving offences for the entire duration of the training program.

Preservation and identification of documents

- 5.4 The COUNCIL undertakes to ensure that its police force, through or in conjunction with the representative designated pursuant to article 5.1 of this agreement:
- a) preserves and submits to the MINISTER or to the Auditor General, when required, all supporting documents pertaining to the administration of the training program for the period that this agreement covers;
 - b) clearly identifies each of the documents relating to the administration of the training program and submitted to the MINISTER pursuant to this agreement.

6. RESPONSIBILITY

- 6.1 The COUNCIL will be responsible for any damage caused by it or its employees, in the course or in the context of the execution of this agreement, including damage stemming from failure to comply with a commitment made pursuant to this agreement. Accordingly, except in the case of intentional fault or gross negligence on the part of the MINISTER, the latter will not assume any responsibility respecting any damage sustained by a third party and by the COUNCIL or its employees in the course or in the context of the execution of this agreement, including its termination.
- 6.2 The COUNCIL undertakes to indemnify, to protect and to take up the defence of the MINISTER against all recourse, claims, demands, lawsuits, and other proceedings taken by any person because of damage thus caused.
- 6.3 The COUNCIL undertakes to immediately notify the MINISTER of any formal notice, recourse, claims, demands, lawsuits, and other proceedings submitted or taken by any person.

7. CONFLICTS OF INTEREST

This agreement must apply in keeping with the applicable rules in the realm of ethics, the rules of professional conduct, and conflicts of interest.

8. CONFIDENTIALITY AND DISCLOSURE

The COUNCIL undertakes to ensure that neither it nor any of its employees disclose, without being duly authorized by the MINISTER to do so, the data, analyses, the outcomes included in the reports produced pursuant to this agreement or any other information of which it becomes aware in the context of the execution of this agreement.

9. TERMINATION

- 9.1 The MINISTER and the COUNCIL reserve the right to terminate this agreement if either party fails to fulfil any of the terms, conditions, or obligations incumbent upon it pursuant to this agreement.
- 9.2 To this end, the MINISTER or the COUNCIL must send written notice of cancellation to the other party and indicate the ground for cancellation. The party

that receives such notification must rectify the default stipulated within the time specified in the notice, otherwise the agreement will be automatically terminated and the termination will take effect as a matter of right when the deadline expires.

- 9.3 The COUNCIL will then be entitled to the allowable expenditures related to the training program until the date of termination of the agreement, without any compensation or indemnity of any kind.

10. MODIFICATION

Any modification to the contents of this agreement must be subject to a new written agreement between the two parties. Such agreement may not alter the nature of this agreement and will be an integral part thereof. The modification takes effect on the date of the last signature on the written document or any other date to which the parties agree in writing.

11. MAINTENANCE OF CERTAIN OBLIGATIONS

Any clause, which by its nature, should continue to apply, including the confidentiality clause, remains in force despite the termination of this agreement.

12. PRIMARY DISPUTE-RESOLUTION MECHANISMS

Should a dispute arise in the course of the execution of this agreement or in respect of its interpretation, the parties undertake, before they exercise any recourse, to seek an amicable resolution to the dispute and, if necessary, to call upon a third party, according to the terms and conditions to be agreed, to help them find a solution.

13. REPRESENTATIVES OF THE PARTIES AND COMMUNICATIONS

- 13.1 The MINISTER, for the purposes of the administration of this agreement, including any approval required therein, designates the directeur des politiques publiques, de la recherche et des statistiques to represent her. Should it be necessary to appoint a replacement, the MINISTER will promptly notify the COUNCIL.

- 13.2 In the same way, the COUNCIL appoints the director of its police service to represent it. Should it be necessary to appoint a replacement, the COUNCIL will promptly notify the MINISTER.

- 13.3 Any notice demanded pursuant to this agreement, to be valid and bind the parties, must be given in writing and be submitted by messenger or by regular or registered mail to the address of the party concerned as indicated below:

The MINISTER

Directeur des politiques publiques, de la recherche et des statistiques
Ministère de la Sécurité publique
2525, boulevard Laurier, Tour du Saint-Laurent, 7^e étage
Québec (Québec) G1V 2L2

The COUNCIL

Director
Akwesasne Mohawk Police Service
73 Sweetgrass Lane
Akwesasne (Québec) H0M 1A0

- 13.4 Should either party change its contact information, it must notify the other party accordingly.

14. FINANCIAL COMMITMENTS OF THE QUÉBEC GOVERNMENT

- 14.1 Any financial commitment made by the Québec government is only valid if there is a sufficient balance available against which the expenditure arising from the commitment may be charged pursuant to the provisions in section 21 of the *Financial Administration Act* (CQLR, c. A-6.001 and its amendments).
- 14.2 Accounting of the Fonds des revenus provenant de la vente de cannabis and the recording of the financial commitments in respect of which funds are debited to it are recorded separately by the ministère des Finances, which also ensures that the commitments and the attendant payments do not exceed the funds available and are compliant in keeping with the provisions in section 51 of the *Financial Administration Act* (CQLR, c. A-6.001 and its amendments).
- 14.3 The MINISTER reserves the possibility of reducing, delaying, or cancelling a payment should the funds be unavailable. Such a reduction will take effect 30 days after the receipt of a notice transmitted by MINISTER to the COUNCIL to inform it accordingly.
- 14.4 Notwithstanding section 9 of this agreement, if, following receipt of such notice, the COUNCIL believes that it cannot execute the obligations incumbent upon it pursuant to this agreement, it may, after notifying the MINISTER in writing, terminate this agreement starting from the thirtieth (30th) day following receipt of such notice by the MINISTER.

15. APPROVALS

- 15.1 The payment of a grant in accordance with the terms and conditions stipulated in this agreement is conditional, where appropriate, upon obtaining the approvals required pursuant to the *Regulation respecting the promise and awarding of grants* (CQLR, c. A-6.01, r. 6) or any other approval necessary to allow such a payment.
- 15.2 For each fiscal year and after obtaining the approvals stipulated in section 15.1, the MINISTER must confirm in writing to the COUNCIL the amount of the grant to be paid to it.

16. AUDIT

The payment requests stemming from the execution of this agreement may be subject to auditing by the Comptroller of Finance in accordance with the *Act respecting the ministère des Finances* (CQLR, c. M-24.01).

17. ASSIGNMENT OF THE AGREEMENT

The rights and the obligations stipulated in this agreement may not, on pain of nullity, be assigned in whole or in part without the written authorization of the MINISTER or the COUNCIL.

18. COMING INTO FORCE AND DURATION

Notwithstanding the date of its signing by the two parties, this agreement comes into force on April 1, 2018 and ends on March 31, 2022.

IN WITNESS WHEREOF, THE TWO PARTIES HAVE SIGNED IN
ON _____ IN DUPLICATE:

For the MINISTER



~~Brigitte Pelletier~~, sous-ministre

pour Marc Croteau

2023-03-29

Date

For the COUNCIL


Shawn Dulude, Director
Assistant Director

March 28, 2023
Date

SCHEDULE A
LIST OF ROAD SAFETY TRAINING PROGRAMS OFFERED
BY THE ENPQ

- 1.1 - C-45 legislative framework (online)
- 1.2 - C-46 legislative framework
- 1.3 - Update on impaired driving investigations
- 1.4 - Monitors (training 1.2 - 1.3)
- 2.1 - Update on physical coordination tests (PCTs)
- 2.2 - Assessors
- 2.3 - Saliva test devices (ADSE) – unavailable
- 2.4 - Bleeding procedure (online)
- 2.5 - Basic training – ECM
- 2.6 - Monitors (training 2.1 - 2.3)