

**AGREEMENT ON THE PROVISION OF POLICING SERVICES
IN THE KATIVIK REGION
for the period from
OCTOBER 1, 2024 to MARCH 31, 2029**

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BETWEEN:

KATIVIK REGIONAL GOVERNMENT,
represented by its chairperson and its secretary

(hereinafter the “KRG”)

AND:

HIS MAJESTY THE KING IN RIGHT OF CANADA,
represented by the Minister of Public Safety and
Emergency Preparedness

(hereinafter “Canada”)

AND:

THE GOVERNMENT OF QUEBEC,

represented by the Minister of Public Security, the
Minister responsible for Relations with the First
Nations and the Inuit, and the Minister responsible for
Canadian Relations and the Canadian
Francophonie, acting respectively through the
Deputy Minister of Public Security, the Associate
Secretary General for Relations with the First Nations
and the Inuit, and the Associate Secretary General
for Canadian Relations.

(hereinafter “Quebec”)

(hereinafter collectively referred to as the “Parties”)

WHEREAS the Parties agree on the importance for the KRG, a legal person established in the public interest under the *Act Respecting Northern Villages and the Kativik Regional Government*, CQLR, chapter V-6.1 (hereinafter the “Kativik Act”), to provide policing services that are professional, dedicated and adapted to the needs and culture of the population of the Kativik region in accordance with the James Bay and Northern Quebec Agreement (hereinafter the “JBNQA”) and applicable statutes and regulations;

WHEREAS the Nunavik Police Service (hereinafter “NPS”) was established pursuant to section 21 of the James Bay and Northern Quebec Agreement and Division IV of Chapter II of Title V of Part II of the Kativik Act;

WHEREAS the KRG is a municipality within the meaning of the *Police Act*, CQLR, chapter P-13.1, and the NPS and its members are governed by this Act;

WHEREAS, in accordance with their respective jurisdictions, Canada and Quebec wish to provide financial support for the expenses incurred by the KRG to maintain policing services for the population of the Kativik region;

WHEREAS Canada provides its share of the financial contribution provided for in this Agreement in accordance with the First Nations and Inuit Policing Program (FNIPP) and in compliance with the policies and terms and conditions thereof; and

WHEREAS the NPS is a police force for the purposes of the *Police Act* and the KRG has adopted Ordinance No. 95-2 under section 369 of the *Kativik Act* to establish and maintain the NPS, which has been approved by the Quebec Minister of Public Security.

THEREFORE, the Parties agree as follows:

INTERPRETATION PROVISIONS

1.1 CONTENT OF THE AGREEMENT

The preamble and the following schedules form part of this Agreement:

- Schedule A – NPS Budget
- Schedule C – Due Dates;
- Schedule H – Police Tasks; and
- Schedule I – Annual Report of NPS activities.

This Agreement constitutes the entire agreement between the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings.

The following schedules are attached for information only:

- Schedule B – Request and Approval Form Reallocation of Funding;
- Schedule D – Cash Flow Statement;
- Schedule E – Regulation on Internal Discipline;
- Schedule F – Model for Provisions Applicable to Criminal Allegation Cases; and
- Schedule G – Ordinance No. 95-02 concerning the establishment of a Regional Police Force.

1.2 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws applicable in Quebec.

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

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

1.4 LEGAL SCOPE OF THIS AGREEMENT

- 1.4.1 This Agreement shall not be construed as creating, recognizing, defining, denying or otherwise affecting any Aboriginal or treaty rights recognized and affirmed under section 35 of the *Constitution Act, 1982*, that may be held by the KRG. Furthermore, this Agreement is not a treaty or an agreement within the meaning of sections 25 and 35 of that Act.
- 1.4.2 This Agreement shall not have the effect of amending the JBNQA and, without limiting the generality of the foregoing, nothing in this Agreement shall be considered to be a complementary agreement within the meaning of section 4 of the *James Bay and Northern Quebec Native Claims Settlement Act*, SC 1976-77, c. 32, and section 3 of the *Act approving the Agreement Concerning James Bay and Northern Québec*, CQLR, chapter C-67.
- 1.4.3 This Agreement shall not serve to create a partnership, an association, a joint venture, or an employer-employee or agency relationship between the Parties.
- 1.4.4 This Agreement shall not affect the KRG's ability to obtain additional funding for the provision of policing services by the NPS should the FNIPP be enhanced.
- 1.4.5 The territory covered by this Agreement is as follows:

The territory covered by this Agreement, as defined in paragraph v of section 2 of the *Kativik Act*, is all the territory of Quebec located north of the fifty-fifth parallel, excluding the Category IA and IB lands intended for the Cree community of Great Whale River and designated as such under the *Act respecting the land regime in the James Bay and New Québec territories*, CQLR, chapter R-13.1, and excluding the IA-N lands intended for the Naskapi community of Kawawachikamach under the *Act respecting Cree, Inuit and Naskapi Native persons*, CQLR, chapter A-33.1.

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

The description of the territory applies strictly to this Agreement and is without prejudice to the respective positions of the KRG, Canada and Quebec with regard to the territorial boundaries of the communities represented by the KRG.

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

1.5 PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish a contribution by Canada and Quebec for the funding of the policing services provided by the NPS in the Kativik region in accordance with the *Police Act* and the *Kativik Act*.

PROVISION OF POLICING SERVICES

2.1 ESTABLISHMENT AND ADMINISTRATION OF THE POLICE FORCE

- 2.1.1 The NPS is made up of each of its members, who are police officers within the meaning of section 374 of the *Kativik Act* and within the meaning of the *Police Act*, sworn in under Schedules A and B of the latter, or special constables, appointed and sworn in under sections 107 or 108 of the *Police Act*.

As of fiscal year 2024–2025, the associated financial contribution from Canada and Quebec is based on a workforce of 169 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2025–2026, the contribution will be based on a workforce of 208 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2026–2027, the contribution will be based on a workforce of 235 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2027–2028, the contribution will be based on a workforce of 255 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2028–2029, the contribution will be based on a workforce of 269 police officers (full-time equivalent positions), including the director of the NPS.

The NPS is assisted by the required support staff in its work.

- 2.1.2 The KRG is responsible for the administration and organization of the NPS. It is the employer of the special constables, the members of the NPS, including its director, and its support staff and is responsible for their appointment, except for the director, who is appointed by the Quebec Minister of Public Security. The KRG draws up employment contracts, including paragraph 5.4.2 of this Agreement.
- 2.1.3 The KRG may establish internal policies and procedures to administer the NPS.

2.2 MISSION AND RESPONSIBILITIES OF THE NPS

- 2.2.1 In accordance with section 371 of the *Kativik Act* and with the *Police Act*, the mission of the NPS and each of its members and special constables is to maintain peace, order and public security, to prevent and repress crime and offences under the laws and by-laws of the KRG and the municipalities of the Territory, and to apprehend offenders.

- 2.2.2 For the purposes of providing policing services within the territory described in paragraph 1.4.5 and in accordance with the principles set out in section 48, paragraph 2, of the *Police Act*, the NPS is responsible for:

- a) ensuring a police presence that makes it possible to respond to requests for assistance within a reasonable time;
- b) conducting investigations, including securing the crime scene, identifying the complainant and witnesses, taking statements, gathering clues and evidence, arresting the suspect if possible, issuing statements of offence and making follow-up court appearances; and
- c) implementing crime prevention measures and programs.

More specifically, the NPS must also provide the policing services listed in Schedule H to this Agreement.

- 2.2.3 In accordance with section 48, paragraph 3, of the *Police Act*, when conducting police investigations and interventions, the NPS and each of its members and special constables act with full independence, free of any interference. In this respect, the KRG, its employees and any body established by the KRG are prohibited from attempting to interfere with or give instructions, directly or indirectly, to members of the NPS, including its director, and special constables.

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

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

2.3 CONDITIONS OF EMPLOYMENT AND REQUIRED QUALIFICATIONS

2.3.1 In selecting members of the NPS and special constables, the KRG shall ensure that candidates meet the requirements set out in the laws applicable in Quebec, subject to the JBNQA.

The KRG shall hire members of the NPS in accordance with the standards set out in section 115 of the *Police Act* and any regulations made under section 116 of that Act.

If a candidate holds a basic training diploma in police patrolling from an establishment other than the École nationale de police du Québec (ENPQ), the KRG shall ensure, before hiring, that the candidate submits an attestation of equivalence recognized by the ENPQ pursuant to section 15 of the *By-law to establish the Training Plan Regulation of the École nationale de police du Québec*, CQLR, chapter P-13.1, r. 4.

2.3.2 A candidate whom the KRG intends to recommend to the Minister for the position of director of police must, in addition to meeting the conditions of employment and required qualifications, have relevant experience in managing a police force, subject to the JBNQA. The KRG shall give preference to candidates who have a university degree or a certificate in police management awarded or recognized by the ENPQ or, failing that, shall ensure that the candidate obtain such a degree or certificate within a reasonable time

2.3.3 In exceptional circumstances, where there is a shortage of candidates who meet the requirements set out in paragraphs 2.3.1 and 2.3.2, the KRG may hire special constables who, in addition to meeting the conditions set out in subparagraphs 1 to 3 of section 115, paragraph 1, of the *Police Act*, meet at least the following criteria:

- a) are 18 years of age or older at the time of hiring;
- b) hold a valid Class 4-A driver's license to drive an emergency motor vehicle; and
- c) have completed use-of-force training.

2.3.4 In selecting a police investigator, the KRG shall ensure that the candidate meets the conditions of employment and qualifications set out in paragraph 2.3.1 of this Agreement and that he has successfully completed police investigator training provided or recognized by the ENPQ, or that he meets the conditions set out in section 2 of the *Regulation respecting the minimum qualifications required to exercise investigative functions within a police force*, CQLR, chapter P-13.1, r. 3.

2.3.5 The KRG shall ensure that the members of the NPS's support staff are of good character and have the qualifications required to perform their duties.

2.4 SWEARING-IN

2.4.1 The director of the NPS shall take the oaths prescribed in Schedules A and B of the *Police Act* before the Minister of Public Security of Quebec in accordance with section 373 of the *Kativik Act*.

Other members of the NPS and special constables appointed under section 108 of the *Police Act* shall take these oaths before the director, a regional councillor of the KRG Council or a member of the executive committee, in accordance with section 374 of the *Kativik Act*.

2.4.2 Special constables appointed by the Quebec Minister of Public Security under section 107 of the *Police Act* shall, in accordance with this provision, take the oaths prescribed in Schedules A and B of that Act before a judge of the Court of Quebec.

2.5 REGISTER OF MEMBERS OF THE NPS

2.5.1 The KRG shall keep a register of members of the NPS and a register of special constables, which must include the following information:

- a) swearing-in date;
- b) employment start date (and end date if applicable);
- c) nature of employment (position, full-time, part-time [number of hours]);
- d) class 4-A driver's licence number and expiry date;
- e) diploma(s) and/or equivalence(s) recognized by the ENPQ and date(s) obtained;
- f) title(s) of professional firearms certification(s) and recertification(s) and date(s) obtained;
- g) title(s) of professional pepper spray certification(s) and recertification(s) and date(s) obtained;
- h) title(s) of professional conductive energy device certification(s) and recertification(s) and date(s) obtained; and
- i) title(s) of any other relevant certification(s) involving intermediate weapons, including extendable baton, and date(s) obtained.

2.5.2 For each member of the NPS and special constables, all supporting documents shall be kept in a personal file under lock and key, and a copy of each file must be sent to the Quebec Department of Public Security upon request.

2.6 ETHICS AND INTERNAL DISCIPLINE

2.6.1 It is understood that all members of the NPS, as well as all special constables, are subject to the *Code of ethics of Québec police officers*, CQLR, chapter P-13.1, r. 1.

2.6.2 In accordance with sections 256 and 258 of the *Police Act*, the KRG shall make a by-law concerning the internal discipline of the members of the NPS and the special constables (Schedule E). The KRG shall promptly transmit any amendments it makes to Canada and Quebec.

2.6.3 In the event of a complaint against the director, the KRG is responsible for applying the disciplinary procedure set out in the by-law and, where appropriate, imposing sanctions.

2.7 CRIMINAL ALLEGATIONS

2.7.1 The KRG shall establish provisions, based on an internal policy, employment contract or collective agreement, to be applied in cases of criminal allegations made against members of the NPS and shall include the circumstances for applying the various measures apply.

2.7.2 The KRG may follow the model provisions applicable to criminal allegations proposed in Schedule F – Model for Provisions Applicable to Criminal Allegation Cases.

Within 30 days of the coming into force of this Agreement, the KRG shall send a copy of these provisions to Canada and Quebec and shall promptly send any amendments thereto.

Should the KRG fail to adopt and transmit its own provisions applicable in the event of criminal allegations within the prescribed time, the KRG shall be deemed to have adopted

those proposed in Schedule F – Model for Provisions Applicable to Criminal Allegation Cases.

2.8 RESPONSIBILITIES OF THE DIRECTOR OF THE NPS

2.8.1 Without restricting the scope of the director's obligations under the *Police Act*, the director of the NPS is responsible for directing the NPS in accordance with the efficient police management procedures already in place. The director's duties include:

- a) assisting the KRG in managing the NPS and its support staff, and ensuring that policies and procedures established by the KRG are being respected;
- b) managing the operations of the NPS and its support staff, and coordinating police operations. To this end, the director also has the authority to enter into operational protocols with any other police force;
- c) ensuring compliance with the *Code of ethics of Québec police officers*, the internal discipline by-law and the provisions applicable to criminal allegation cases;
- d) ensuring that the materials and equipment made available to the NPS are used solely for the provision of policing services;
- e) providing the Quebec Minister of Public Security with a copy of the continuous training plan that must be drawn up in accordance with sections 3 to 5 of the *Police Act* and, pursuant to section 6, be forwarded to the ENPQ not later than April 1 of each year, and providing Canada with a general follow-up of this plan;
- f) reporting to the KRG on disciplinary files and the operations and administration of the NPS, including public complaints; and
- g) on request, providing Canada and Quebec with an up-to-date police organization plan establishing, among other things, that the NPS is providing the policing services listed in Schedule H – Police Services.

2.8.2 The director of the NPS shall adopt operational guidelines in accordance with the *Guide de pratiques policières* (Guide to Police Practices) provided to police forces by the Quebec Minister of Public Security in accordance with section 304 of the *Police Act* and may adapt them to the cultural and local realities of the population of the Kativik region in accordance with applicable statutes and regulations.

2.8.3 The director of the NPS shall ensure that the members of the NPS and the special constables comply with the applicable law and hold the required professional certifications and recertifications for firearms, including conductive energy devices and intermediate weapons, and chemical agents such as pepper spray.

2.8.4 The director of the NPS shall ensure that the relevant information is registered with the Centre de renseignements policiers du Québec (CRPQ) in accordance with the procedure agreed upon with the SQ.

2.9 REDUCTION IN PAY OR DISMISSAL OF THE DIRECTOR

The KRG may, for cause, by resolution duly adopted to this effect, reduce the pay of the director of the NPS or recommend to the Quebec Minister of Public Security that the director of the NPS be dismissed.

FACILITY AND EQUIPMENT

3.1 POLICE FACILITY

- 3.1.1 The KRG shall provide the NPS with the facility required for the provision of policing services.
- 3.1.2 The KRG shall ensure that the facility referred to in paragraph 3.1.1 complies with the applicable fire safety and occupational health and safety standards.
- 3.1.3 The KRG is solely responsible for ensuring that this facility meets applicable fire safety and occupational health and safety standards. Neither Canada nor Quebec may be held responsible by the KRG for a breach of the KRG's obligations to provide a facility that meets these standards and a failure to inform the KRG's insurer of any risks associated with the facility and to correct any deficiencies.
- 3.1.4 The KRG acknowledges that subsection 3.1 does not constitute a commitment by Canada and Quebec to fund the corrective actions required to remedy the deficiencies in the police facility. The KRG may, however, rework the NPS's budget set out in Schedule A – NPS Budget, as permitted under Section IV of the Agreement, on the condition that these costs are eligible costs.
- 3.1.5 If rent is charged by a third party for the facility occupied by the NPS, it may 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. On request, the KRG shall provide Canada and Quebec with an attestation from a member of the Ordre des évaluateurs agréés du Québec or any other professional confirming the rental value of the rented facility and that the rent to be charged is reasonable with regard to the local market.

3.2 MATERIAL AND EQUIPMENT

- 3.2.1 The KRG, further to recommendations from the director of the NPS, shall supply the material and equipment needed to provide policing services with the funds provided by Canada and Quebec. Weapons must be acquired in accordance with applicable laws and regulations.
- 3.2.2 The KRG shall provide Canada and Quebec with a complete inventory of weapons of the NPS, including intermediate weapons:
 - a) within 30 days of the effective date of this Agreement, if, before signing this Agreement, the KRG did not provide Canada and Quebec with a complete inventory;
 - b) within 4 months of the end of each fiscal year, as described in paragraph 4.9.1;
 - c) upon expiration or termination of this Agreement; and
 - d) without delay, upon request from Quebec.

3.3 DISPOSAL OF MATERIAL AND EQUIPMENT

- 3.3.1 The KRG is responsible for maintaining the NPS's material and equipment.
- 3.3.2 The KRG shall replace the NPS's material and equipment if such replacement is less costly than maintaining the material or equipment or is necessary because of wear and tear or obsolescence.
- 3.3.3 During the term of this Agreement, the KRG may sell NPS material and equipment at market value.

The proceeds of such sales, should they exceed \$5,000, shall be credited to Canada and Quebec in proportion to their initial contributions as set out in paragraph 4.2.2. The net proceeds of sale shall exclude any amortization costs. The amount owed to Canada and Quebec may be reimbursed to them by:

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

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

- c) notwithstanding the foregoing, Canada and Quebec may, jointly and in writing, agree that the KRG keep to the net proceeds of a sale referred to in this paragraph to acquire material and equipment needed for the provision of policing services.

3.3.4 When the Agreement ends or is terminated, the KRG shall dispose of the NPS's material and equipment in accordance with subsection 6.7.

3.4 INSURANCE

3.4.1 The KRG shall contract and maintain a comprehensive general liability insurance covering the facilities required for the provision of policing services, the activities of the NPS, its officials, members, constables and other employees and agents assigned to policing activities, including the activities of the KRG under this Agreement.

This insurance shall provide coverage of no less than \$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 contractual liability, the policy shall also contain a cross liability clause. It shall provide Canada and Quebec with similar coverage and protection to that offered to other insured parties and beneficiaries.

3.4.2 The KRG shall contract and maintain insurance coverage of no less than \$2,000,000 for motor vehicles owned by, used by or registered to the NPS.

3.4.3 The KRG shall provide Canada and Quebec with proof of insurance (copy of insurance certificate) within 30 days of the effective date of this Agreement and, thereafter, within 30 days of any renewal or amendment of the insurance.

3.4.4 The KRG shall notify Canada and Quebec without delay if the insurer terminates or amends the insurance.

FUNDING OF POLICING SERVICES

4.1 INFORMATION TO THE PUBLIC

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

4.2 FUNDING AMOUNT AND BUDGET

- 4.2.1 The maximum amount of the policing service costs funded by Canada and Quebec 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 set out in Schedule A - NPS Budget, of this Agreement, at:
 - \$66,810,843 for fiscal year 2024–2025;
 - \$97,379,615 for fiscal year 2025-2026;
 - \$111,515,888 for fiscal year 2026–2027, of which a maximum of \$40,000 is earmarked to cover expenses related to membership and participation in a Quebec association that represents the interests of Indigenous police forces, among others;
 - \$127,082,577 for fiscal year 2027–2028, of which a maximum of \$40,000 is earmarked to cover expenses related to membership and participation in a Quebec association that represents the interests of Indigenous police forces; and
 - \$143,077,348 for fiscal year 2028–2029, of which a maximum amount of \$40,000 is earmarked to cover expenses related to membership and participation in a Quebec association that represents the interests of Indigenous police forces;
- totalling \$545,866,271 for the Agreement as a whole.
- 4.2.2 The annual contributions of Canada and Quebec shall be established for each fiscal year in accordance with the following ratio: 52% for Canada and 48% for Quebec.

For each fiscal year, the respective contributions of Canada and Quebec shall be:

- a) For fiscal year 2024–2025:
 - \$34,741,639 for Canada
 - \$32,069,204 for Quebec
- b) For fiscal year 2025–2026:
 - \$50,637,400 for Canada
 - \$46,742,215 for Quebec
- c) For fiscal year 2026–2027:
 - \$57,988,262 for Canada, of which a maximum of \$20,800 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
 - \$53,527,626 for Quebec, of which a maximum of \$19,200 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
- d) For fiscal year 2027–2028:

\$66,082,940 for Canada, of which a maximum of \$20,800 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
\$60,999,637 for Quebec, of which a maximum of \$19,200 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces

- e) For fiscal year 2028–2029:
\$74,400,221 for Canada, of which a maximum of \$20,800 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
\$68,677,127 for Quebec, of which a maximum of \$19,200 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces

4.2.3 The KRG shall respect the budget set out in Schedule A - NPS Budget. However, it may reallocate sums between eligible budget items if the reallocation is explained and recorded in the “Comments” section of Schedule D – Cash Flow Statement, as well as in the audited annual financial statements provided for in paragraph 4.9.2. This excludes the amounts relating to specific expenses associated with membership and participation in a Quebec police association that represents the interests of Indigenous police forces, of which Quebec’s funding portion cannot be reallocated to other budget items, and for which the terms and conditions for Canada’s funding are set out in paragraph 4.5.4.

Despite any reallocations, the maximum amount of funding shall remain the same as set out in paragraph 4.2.1.

4.2.4 If the budget reallocation requires the addition of a new eligible budget item or the removal of an existing budget item, the KRG shall obtain the written authorization of Canada and Quebec. The authorization request and the information required therein shall be submitted in accordance with the requirements of Quebec and Canada (see Schedule B – Request and Approval Form for Reallocation of Funding).

4.3 PAYMENT SCHEDULE TERMS AND CONDITIONS

4.3.1 At the beginning of each fiscal year, the KRG shall prepare a cash flow statement, in accordance with the budget submitted in Schedule A – NPS Budget and shall provide it to Canada and Quebec, upon the signing of this Agreement for the sole or first fiscal year, or before April 15 of the fiscal year in question for a subsequent fiscal year. The cash flow statement shall be submitted in accordance with the requirements of Canada and Quebec (Schedule D – Cashflow Statement) and shall be updated quarterly, including the statement of revenues and expenses for the preceding quarter and the projections for future quarters.

4.3.2 The payment schedule for Canada is as follows:

For each fiscal year covered by this Agreement, Canada shall pay the KRG its annual contribution based on the following terms and conditions:

50% of its share on May 1 and October 1 of each fiscal year covered by this Agreement.

4.3.3 The payment schedule for Quebec is as follows:

a) For fiscal year 2024–2025, the KRG acknowledges that Quebec paid its contribution of \$8,069,204 on November 1, 2024. Quebec shall pay to KRG the balance of its annual contribution within 30 days of the signing of this agreement.

b) For fiscal year 2025–2026, Quebec shall pay make the KRG its annual contribution based on the following terms and conditions:

50% of its share on June 1 and November 1 of each fiscal year covered by this Agreement.

c) As of fiscal year 2026–2027, the terms and conditions are as follows:

- i) 50% of its share less its share of funding to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces on June 1 and November 1 of each fiscal year in question;
- ii) For the share of funding to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces, for each fiscal year in question, payments shall be made only after supporting documents have been verified and approved.

No amount related to these expenses may be claimed more than one year after the end of the fiscal year in question.

4.3.4 Canada and Quebec may withhold their share if they have not received the cash flow statement referred to in paragraph 4.3.1 and the documents referred to in subsection 4.9 within the time frames established by this Agreement (Schedule C – Due Dates).

4.3.5 If funding has been received by the KRG under a previous agreement and has not been spent, the KRG acknowledges that this funding is owed to Canada and Quebec.

Canada and Quebec may, however, authorize the KRG to retain this amount as partial payment of their respective obligations and thus proportionately reduce their payments.

4.4 CONDITIONS OF FUNDING

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

- a) the existence of the annual appropriation required, granted by Parliament to the Department of Public Safety and Emergency Preparedness, to fund Indigenous policing services for the fiscal year during which the payment of Canada's contribution is likely to become due, pursuant to section 40 of the *Financial Administration Act*, R.S.C. 1985, c. F-11;
- b) the existence of a sufficient balance available in an appropriation granted by the National Assembly to the Quebec Department of Public Security to finance Indigenous policing services for the fiscal year during which the payment of Quebec's contribution is likely to become due, pursuant to section 21 of the *Financial Administration Act*, CQLR, chapter A-6.001.

4.4.2 In the event that funding is no longer available or has been decreased for Indigenous policing services, Canada or Quebec 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 or Quebec shall provide to the other Parties.

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

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

4.5 UNEXPENDED FUNDING, CARRY-OVER AND DEFICIT

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

- a) With the written authorization of Canada and Quebec, the KRG may carry forward unexpended funds at the end of a fiscal year to the next fiscal year provided that the funding has been advanced and the funds are proposed to be used for eligible expenditures listed in this Agreement or for purposes consistent with the KRG's objectives and activities. To obtain such written authorization, the KRG shall provide Canada and Quebec with written notice;

- b) The notice shall describe how the KRG intends to use unexpended funds and shall include any information required by Canada and Quebec and shall be presented in accordance with the approved statement of unexpended funds provided in Schedule D – Cash Flow Statement; and
 - c) Unexpended funds shall be clearly stated in the cash flow statement required by paragraph 4.3.1 and in the audited annual financial statements required by paragraph 4.9.2. Any amount not expended by the end of this Agreement, unless it is renewed or extended by agreement, shall constitute a debt due to Canada and Quebec.
- 4.5.2 At the end of each fiscal year, any deficit remains the responsibility of the KRG and cannot be carried forward to the next fiscal year.
- 4.5.3 This subsection applies only to amounts paid in accordance with the budget established under this Agreement.
- 4.5.4 For fiscal years for which funding has been granted to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces, any portion of Canada's share of this amount that remains unexpended at the end of a given fiscal year is considered to be an overpayment. In such a case, the KRG will retain these funds as an advance on the final payment owed by Canada under this Agreement.

4.6 ALLOCATION OF EXPENSES AND ELIGIBLE COSTS

- 4.6.1 The KRG shall allocate contributions obtained under this Agreement exclusively to the following expenses, which shall not exceed what is set out in Schedule A – NPS Budget:
- a) pay and benefits for police officers, special constables and other appointed individuals; and permanent, temporary and casual civilian staff;
 - b) administrative expenses defined in the Agreement, which may not exceed 15% of the total value of this Agreement;
 - c) expenses necessary to carry out 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 for travel to and from remote areas;
 - g) expenses for the detention and escorting of prisoners;
 - 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) maintenance and renovation of policing infrastructure expenditures when the police facility is and remains the property of the KRG, as defined as:
 - i. renovation of an existing police facility, and;
 - ii. 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 NPS;
 - n) legal costs related to the operations of the NPS; and

o) professional fees related to the preparation of financial statements.

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

4.7 DECLARATIONS OF THE KRG

4.7.1 The KRG declares that the budget in Schedule A – NPS Budget describes all funds from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement except for the sums in Schedule A of the Agreement on the Provision of Policing Services in the Kativik Region for the period from October 1, 2024 to March 31, 2029.

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

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

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

4.8 MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS

4.8.1 The KRG shall:

- a) maintain separate accounting records clearly identifying revenues and expenditures for the provision 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 Chartered Professional Accountants of Canada (CPA) Handbook, including records of all expenditures made by the KRG in relation to policing services and invoices, receipts and vouchers relating thereto;
- c) retain all documents and records relating to this Agreement from its effective date, for a period of no less than five years following the expiry or termination of this Agreement; and
- d) allow Canada and Quebec to access activity sites and its place of business and make available to them any supporting documentation, files, records and other documents at their request

4.9 REPORTING AND ACCOUNTABILITY

4.9.1 Within four months of the end of each fiscal year, the KRG shall provide Canada and Quebec with an annual report on the activities of the NPS, including the information set out in Schedule I – Annual Report of NPS Activities.

4.9.2 Within four months of the end of each fiscal year, the KRG shall provide Canada and Quebec with financial statements that comply with the following requirements:

- a) the statements have been audited in accordance with generally accepted accounting principles as prescribed in the *CPA Canada Handbook*;
- b) they include in particular an income and expense statement for all the funding received and expenses incurred for the delivery of policing services;

- c) they provide information on all transactions over \$5,000 involving goods procured with funds provided under this Agreement or a previous agreement;
 - d) they relate specifically to the delivery of policing services; and
 - e) they were prepared by professional accountants, independent of the KRG, who are active members in good standing of the Ordre des comptables professionnels agréés du Québec (CPA).
- 4.9.3 Within 30 days of the end of each quarter in a fiscal year, the KRG shall provide Canada and Quebec with the updated cash flow statement provided for in paragraph 4.3.1, including the income and expense statement for the previous quarter and projections for upcoming quarters, presented in accordance with their requirements.
- 4.9.4 The KRG shall provide Canada and Quebec with any documents supporting the financial statements described in paragraph 4.9.2 or the cash flow statement described in paragraph 4.3.1 within the timeframes set out in these paragraphs for the production of financial statements and the cash flow statement.
- 4.9.5 The KRG shall provide Canada and Quebec with any additional information that may be sought and that Canada and Quebec deem necessary for the purposes of this Agreement.

4.10 OVERPAYMENT

- 4.10.1 The KRG shall be deemed to have received an overpayment of contributions provided by Canada and Quebec under this Agreement when:
- a) sums were paid to the KRG but remained unexpended by the end of the last fiscal year covered by the Agreement or at the date of termination of this Agreement;
 - b) the KRG's financial statements, audited by an independent certified accountant, have been completed and an overpayment is identified as a result of ineligible expenditures or costs;
 - c) Canada or Quebec carries out a financial analysis or audits the KRG's financial statements and an overpayment is identified as a result of ineligible expenditures or costs; and
 - d) for any other reason, the KRG was not entitled to these contributions, or Canada and Quebec determine that the sums paid exceed the amount to which the KRG was entitled.
- 4.10.2 The KRG recognizes that an expenditure or cost may be deemed ineligible where there is no related invoice, receipt or other supporting document or where, in the opinion of Canada or Quebec, the expenditure or cost cannot be substantiated.
- 4.10.3 Any overpayment is then considered a debt to Canada and Quebec, at their respective rate of funding, and due by the KRG. The overpayment shall be repaid to them no later than 30 days following the date of receipt of notice from Canada or Quebec. If, however, the overpayment has been identified in the audited financial statements, as set out in paragraph 4.9.2, then the due date for the reimbursement shall be the date of the submission to Canada and Quebec of the audited financial statement.
- Note: Reimbursements due to Canada shall be made to the Receiver General for Canada, and reimbursements due to Quebec, to the Quebec Minister of Finance.
- 4.10.4 Any unexpended funding may be offset by reducing any other contributions made by Canada and Quebec.

4.11 INTEREST CHARGES

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

4.12 AUDIT BY CANADA OR QUEBEC

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

4.12.2 The KRG shall provide the independent auditors with access, without charge, to activity sites and its place of business during regular business hours within 72 hours after receiving written notification and shall make available to them any supporting document, file, record, register or other document when requested. The KRG 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 could be made available to the public through posting on the Public Safety Canada Internet site (<https://www.publicsafety.gc.ca/>).

4.13 ASSIGNMENT AND SUBCONTRACTING

4.13.1 The KRG shall not encumber or assign its rights under this Agreement without the written permission of Canada and Quebec.

4.13.2 The KRG may delegate to an agent the administrative management of the NPS. For that purpose, it shall undertake a contract that details the services provided and the responsibilities and undertakings of the agent toward the KRG.

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

4.13.3 In all contracts it awards, the KRG shall, if applicable, require that each subcontractor in 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 KRG's behalf. The KRG shall, when so requested by Canada or Quebec, provide a copy of the contract with any subcontractor with which the KRG does business.

GENERAL PROVISIONS

5.1 DIRECT OR INDIRECT BENEFITS

No member of Parliament or current or former public office holder of Canada or Quebec may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with Canada's and Quebec's laws, regulations or policies, as the case may be, including, for Canada, the requirements under the *Parliament of Canada Act*, R.S.C. 1985, c. P-1, the *Conflict of Interest Act*, S.C. 2006, c. 9, or the *Values and Ethics Code for the Public Sector*.

5.2 LOBBYING

Any person lobbying on behalf of the KRG must comply with the *Lobbying Act*, R.S.C. 1985, c. 44 (4th Supp.), and the *Lobbying Transparency and Ethics Act*, CQLR, c. T-11.011.

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 Neither the KRG nor any of its members shall represent itself, in an agreement with a third party or otherwise, as being an associate, partner, agent, joint venturer or employee of Canada or Quebec as a result of this Agreement. Canada and Quebec have no responsibility for fulfillment of any obligation into which the KRG 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 KRG, and nothing in this Agreement is to be read or construed as conferring upon the KRG or its members, officers, employees, agents or contractors, the status of officer, employee, servant or agent of Canada or Quebec or the status of a person acting in partnership or joint venture with Canada or Quebec.

5.4.3 The KRG shall include in employment contracts with its employee members, special constables and civilian employees a clause stating that these employees acknowledge they are not engaged as employees or agents of Canada and/or Quebec.

5.5 INDEMNIFICATION

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

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

5.6 DISCLOSURE

5.6.1 Information gathered by the Parties in carrying out this Agreement is bound by the rights and protection contained under pertinent legislation regarding access to information and privacy law.

- 5.6.2 Canada and Quebec may make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.
- 5.6.3 The KRG authorizes Canada and Quebec to share between one another any information related to this Agreement, including any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.

FINAL PROVISIONS

6.1 ACCOUNTABILITY OF THE KRG

The KRG shall remain, at all times, accountable for the obligations and responsibilities attributed to it which are contained in this Agreement or that may arise in carrying out this Agreement and the KRG 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 written consent of the Parties. In order to be valid, any amendments to this Agreement must be made in writing and signed by the Parties.

6.4 DEFAULT

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

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

The Parties agree that any situation where, in the opinion of Canada or Quebec, the NPS is no longer able to deliver the policing services funded under this Agreement constitutes default.

6.4.2 Where there is such default, Canada or Quebec shall provide the other Parties with written notice indicating the said default and setting out their intention, to exercise the rights under paragraph 6.4.1, if the KRG does not remedy the default within 30 days.

6.4.3 Canada and Quebec shall not be considered as having waived a remedy or a right under this Agreement other than by written notice to all Parties to this effect. The fact that Canada or Quebec refrains from exercising a remedy or any right under this Agreement or other applicable law shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on Canada or Quebec shall not prevent Canada or Quebec in any way from later exercising any other remedy or right under this Agreement or other applicable law.

6.5 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 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 this delay, it shall inform the Parties that they are to be heard and allow them to make representations. Any Party

may then submit the matter to a court of competent jurisdiction unless one of the Parties chooses to terminate the Agreement in accordance with subsection 6.6.

6.6 TERMINATION

6.6.1 This Agreement may be terminated under the following conditions:

- a) by Canada or Quebec, when, as set out in paragraph 4.4.2, funding is no longer available or the appropriation has been decreased;
- b) by the KRG, as set out in paragraph 4.4.3, following a reduction of funds by Canada or Quebec, whereby the KRG can no longer fulfill its obligations under this Agreement ;
- c) by Canada or Quebec, if the KRG has not remedied default to the satisfaction of Canada or Quebec within the 30-day period as set out in paragraph 6.4.2; or
- d) at any time, by any Party, even if there is no default committed by another Party.

6.6.2 Termination shall take effect:

- a) subject to subparagraph 6.6.1 a), 30 days upon receipt of the notice that Canada or Quebec, as the case may be, informs the other Parties;
- b) subject to subparagraph 6.6.1 b), 30 days upon receipt by Canada and Quebec of a notice from the KRG to this effect;
- c) subject to subparagraph 6.6.1 c), on the date indicated in the notice provided by Canada or Quebec to this effect; or
- d) subject to subparagraph 6.6.1 d), upon expiry of 90 days following the date of receipt of a written notice to this effect to the other parties, unless all the Parties agree upon another date in writing.

6.7 OBLIGATIONS OF THE KRG IN THE EVENT OF TERMINATION OR DEFINITIVE CESSATION OF NPS'S ACTIVITIES

6.7.1 If the NPS ceases their operations definitively or this Agreement is terminated, the KRG shall:

- a) provide Canada and Quebec with a complete inventory of weapons of the NPS, including intermediate weapons;
- b) remit immediately to the SQ weapons belonging to the NPS, including intermediate weapons, as well as all documents, files, evidence and seized weapons or weapons under the control of the NPS, including intermediate weapons;
- c) ensure that weapons belonging to the NPS, including intermediate weapons, are sold to another police service or destroyed in a timely manner in accordance with the applicable statutes and regulations;
- d) sell at market value, all other material and equipment acquired with funds provided under this Agreement;
- e) pay all the amounts due for goods and services provided under this Agreement before its termination or expiry;
- f) reimburse Canada and Quebec their share of contributions paid but not spent, in proportion to their initial contributions, within 30 days following the termination or expiry of this Agreement;
- g) reimburse Canada and Quebec any other funds due to them under this Agreement in accordance with the terms and conditions covering each of these sums; and

h) conclude immediately with the police service replacing the NPS funded under this Agreement an occupancy agreement for the police facility referred to in paragraph 3.1.1, or if this police force does not require this police facility and it is funded under this Agreement or a previous agreement, sell the police facility in accordance with the terms and conditions set out in subsection 3.3.

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

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

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 3%, from the due date to the settlement date.

6.8 CARRYING OUT CERTAIN OBLIGATIONS

The obligations and the provisions set out in subsections 1.2, 1.4, 4.9, 4.10, 4.11, 4.12, 5.4, 5.5, 5.6, 6.1 and 6.7 shall 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, emailed or transmitted by fax. Any notice sent or transmitted by email or 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 business days following its mailing.

All correspondence shall be sent to the following address:

For Canada: Public Safety Canada
Indigenous Affairs Branch
First Nations and Inuit Policing Program
To the attention of the Regional Manager:
105 McGill Street, Unit 650
Montreal (Quebec) H2Y 2E7
ps.aboriginalpolice-policeautochtone.sp@ps-sp.gc.ca

For Quebec: Direction des affaires policières autochtones
Ministère de la Sécurité publique du Québec
À l'attention du directeur:
2525, boulevard Laurier
Québec (Québec) G1V 2L2
Fax: 418-646-1869
police.autochtone@misp.gouv.qc.ca

For the KRG: Kativik Regional Government
Attn: Director General
P.O. Box 9
Kuujuuaq, Quebec J0M 1C0
Fax: 819-964-2956
rbowles@krg.ca


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

6.10 DURATION OF AGREEMENT

- 6.10.1 This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from October 1, 2024 to March 31, 2029, unless it is terminated in accordance with subsection 6.6.
- 6.10.2 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31, 2023, to maintain the provisions of this Agreement, these provisions, except the subsections regarding funding in Section IV, shall remain in force until a new agreement on the provision of policing services is entered into. Nonetheless, if such a new agreement is not entered into before March 31, 2030, the provisions of this Agreement will expire.

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

FOR THE KRG,




CHAIRPERSON

2023-03-27

Signed on

and



SECRETARY

2023-03-28

Signed on

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA,

DIRECTOR
INDIGENOUS POLICE SERVICES PROGRAMS
INDIGENOUS AFFAIRS SECTOR
PUBLIC SAFETY CANADA

Signed on

FOR THE QUEBEC GOVERNMENT,

MARC CROTEAU
SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

Signed on

and

PATRICK LAHAIE
SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS AVEC LES PREMIÈRES NATIONS
ET LES INUIT

Signed on

and

JULIE BISSONNETTE
SECRÉTAIRE GÉNÉRALE ASSOCIÉE
AUX RELATIONS CANADIENNES

Signed on

**SCHEDULE A
NPS budget**

Revenues for fiscal 2024-2025

Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$34,741,639.00
Quebec Government	*\$32,069,204.00
Subtotal - Cash	\$66,810,843.00
Total government financing	\$66,810,843.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$66,810,843.00

* This amount includes the \$8,069,204 paid to the KRG at the beginning of November 2024 for the provision of police services in Nunavik.

Eligible expenses for fiscal 2024-2025

Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$2,272,444.00	\$2,097,641.00		\$4,370,085.00
Employee travel	\$2,375,251.00	\$2,192,540.00		\$4,567,791.00
Insurance	\$58,442.00	\$53,946.00		\$112,388.00
IT and communications equipment	\$1,381,664.00	\$1,275,383.00		\$2,657,047.00
Legal costs	\$30,300.00	\$27,970.00		\$58,270.00
Pay and benefits	\$21,787,251.00	\$20,111,303.00		\$41,898,554.00
Police equipment	\$633,740.00	\$584,991.00		\$1,218,731.00
Police facility costs	\$804,962.00	\$743,042.00		\$1,548,004.00
Policing infrastructure expenditures	\$137,823.00	\$127,222.00		\$265,045.00
Prisoners' keep and escorts	\$1,794,742.00	\$1,656,685.00		\$3,451,427.00
Professional fees	\$403,166.00	\$372,154.00		\$775,320.00
Rent subsidies for housing of officers	\$1,248,024.00	\$1,152,023.00		\$2,400,047.00
Training and recruitment	\$1,184,381.00	\$1,093,275.00		\$2,277,656.00
Transportation expenses and related equipment	\$629,449.00	\$581,029.00		\$1,210,478.00
Subtotal – Cash	\$34,741,639.00	\$32,069,204.00	\$0.00	\$66,810,843.00
Total Expenditure	\$34,741,639.00	\$32,069,204.00	\$0.00	\$66,810,843.00

In cash: real monetary value or income/financing received.

Revenues for fiscal 2025-2026

Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$50,637,400.00
Quebec Government	\$46,742,215.00
Subtotal - Cash	\$97,379,615.00
Total government financing	\$97,379,615.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$97,379,615.00

Eligible expenses for fiscal 2025-2026

Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$3,312,727.00	\$3,057,902.00		\$6,370,629.00
Employee travel	\$6,866,495.00	\$6,338,304.00		\$13,204,799.00
Insurance	\$61,283.00	\$56,569.00		\$117,852.00
IT and communications equipment	\$1,513,458.00	\$1,397,038.00		\$2,910,496.00
Legal costs	\$93,275.00	\$86,100.00		\$179,375.00
Pay and benefits	\$26,136,636.00	\$24,126,126.00		\$50,262,762.00
Police equipment	\$1,033,130.00	\$953,658.00		\$1,986,788.00
Police facility costs	\$1,631,717.00	\$1,506,200.00		\$3,137,917.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$278,898.00	\$257,445.00		\$536,343.00
Prisoners' keep and escorts	\$4,573,639.00	\$4,221,820.00		\$8,795,459.00
Professional fees	\$385,522.00	\$355,866.00		\$741,388.00
Rent subsidies for housing of officers	\$1,979,511.00	\$1,827,240.00		\$3,806,751.00
Training and recruitment	\$1,472,061.00	\$1,358,825.00		\$2,830,886.00
Transportation expenses and related equipment	\$1,278,248.00	\$1,179,922.00		\$2,458,170.00
Subtotal – Cash	\$50,637,400.00	\$46,742,215.00	\$0.00	\$97,379,615.00
Total Expenditures	\$50,637,400.00	\$46,742,215.00	\$0.00	\$97,379,615.00

In cash: real monetary value or income/financing received.

* For fiscal year 2025-2026, a maximum amount of \$1,902,419 is granted to cover expenses related to the 911 emergency call center

Revenues for fiscal 2026-2027

Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$57,988,262.00
Quebec Government	\$53,527,626.00
Subtotal - Cash	\$111,515,888.00
Total government financing	\$111,515,888.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$111,515,888.00

Eligible expenses for fiscal 2026-2027

Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$3,793,625.00	\$3,501,807.00		\$7,295,432.00
Employee travel	\$7,550,358.00	\$6,969,562.00		\$14,519,920.00
Insurance	\$63,428.00	\$58,549.00		\$121,977.00
IT and communications equipment	\$1,769,915.00	\$1,633,768.00		\$3,403,683.00
Legal costs	\$95,607.00	\$88,252.00		\$183,859.00
Pay and benefits	\$31,577,050.00	\$29,148,046.00		\$60,725,096.00
Police equipment	\$1,115,380.00	\$1,029,582.00		\$2,144,962.00
Police facility costs	\$1,696,986.00	\$1,566,448.00		\$3,263,434.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$287,590.00	\$265,468.00		\$553,058.00
Prisoners' keep and escorts	\$4,664,630.00	\$4,305,813.00		\$8,970,443.00
Professional fees	\$361,758.00	\$333,930.00		\$695,688.00
Rent subsidies for housing of officers	\$2,522,654.00	\$2,328,603.00		\$4,851,257.00
Training and recruitment	\$1,035,452.00	\$955,802.00		\$1,991,254.00
Transportation expenses and related equipment	\$1,433,029.00	\$1,322,796.00		\$2,755,825.00
Subtotal – Cash	\$57,988,262.00	\$53,527,626.00	\$0.00	\$111,515,888.00
Total Expenditures	\$57,988,262.00	\$53,527,626.00	\$0.00	\$111,515,888.00

In cash: real monetary value or income/financing received.

* For fiscal year 2026-2027, a maximum amount of \$2,373,010 is granted to cover expenses related to the 911 emergency call center

Revenues for fiscal 2027-2028

Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$66,082,940.00
Quebec Government	\$60,999,637.00
Subtotal - Cash	\$127,082,577.00
Total government financing	\$127,082,577.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$127,082,577.00

Eligible expenses for fiscal 2027-2028

Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$4,323,183.00	\$3,990,630.00		\$8,313,813.00
Employee travel	\$8,953,396.00	\$8,264,673.00		\$17,218,069.00
Insurance	\$65,648.00	\$60,599.00		\$126,247.00
IT and communications equipment	\$562,970.00	\$519,664.00		\$1,082,634.00
Legal costs	\$97,997.00	\$90,459.00		\$188,456.00
Pay and benefits	\$37,682,724.00	\$34,784,053.00		\$72,466,777.00
Police equipment	\$1,240,286.00	\$1,144,880.00		\$2,385,166.00
Police facility costs	\$1,764,865.00	\$1,629,106.00		\$3,393,971.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$296,555.00	\$273,743.00		\$570,298.00
Prisoners' keep and escorts	\$4,979,779.00	\$4,596,720.00		\$9,576,499.00
Professional fees	\$425,478.00	\$392,748.00		\$818,226.00
Rent subsidies for housing of officers	\$3,013,548.00	\$2,781,737.00		\$5,795,285.00
Training and recruitment	\$1,041,914.00	\$961,766.00		\$2,003,680.00
Transportation expenses and related equipment	\$1,613,797.00	\$1,489,659.00		\$3,103,456.00
Subtotal – Cash	\$66,082,940.00	\$60,999,637.00	\$0.00	\$127,082,577.00
Total Expenditures	\$66,082,940.00	\$60,999,637.00	\$0.00	\$127,082,577.00

In cash: real monetary value or income/financing received.

Revenues for fiscal 2028-2029

Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$74,400,221.00
Quebec Government	\$68,677,127.00
Subtotal - Cash	\$143,077,348.00
Total government funding	\$143,077,348.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$143,077,348.00

Eligible expenses for fiscal 2028-2029

Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$4,867,304.00	\$4,492,896.00		\$9,360,200.00
Employee travel	\$10,463,450.00	\$9,658,569.00		\$20,122,019.00
Insurance	\$67,946.00	\$62,720.00		\$130,666.00
IT and communications equipment	\$581,791.00	\$537,037.00		\$1,118,828.00
Legal costs	\$100,447.00	\$92,720.00		\$193,167.00
Pay and benefits	\$41,816,343.00	\$38,599,702.00		\$80,416,045.00
Police equipment	\$1,313,745.00	\$1,212,688.00		\$2,526,433.00
Police facility costs	\$1,835,460.00	\$1,694,270.00		\$3,529,730.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$305,803.00	\$282,279.00		\$588,082.00
Prisoners' keep and escorts	\$5,229,834.00	\$4,827,540.00		\$10,057,374.00
Professional fees	\$437,543.00	\$403,886.00		\$841,429.00
Rent subsidies for housing of officers	\$4,628,336.00	\$4,272,311.00		\$8,900,647.00
Training and recruitment	\$905,861.00	\$836,179.00		\$1,742,040.00
Transportation expenses and related equipment	\$1,825,558.00	\$1,685,130.00		\$3,510,688.00
Subtotal – Cash	\$74,400,221.00	\$68,677,127.00	\$0.00	\$143,077,348.00
Total Expenditures	\$74,400,221.00	\$68,677,127.00	\$0.00	\$143,077,348.00

In cash: real monetary value or income/financing received.

SCHEDULE B

Request and Approval Form for Reallocation of Funding

REQUEST AND APPROVAL FORM FOR CARRYOVER OF UNEXPENDED FUNDING AND REALLOCATION OF FUNDING				
Agreement title : _____	Request Date: _____			
Recipient name: _____				
Agreement start date: _____	Agreement end date: _____			
SELECT THE OBJECTIVE OF YOUR REQUEST BY CLICKING ON THE APPROPRIATE CHECKBOX BELOW :				
<input type="checkbox"/> Carryover of unexpended funding for use in the following fiscal year <input type="checkbox"/> Reallocation of funds between eligible cost categories <input type="checkbox"/> Reallocation of funds to a new eligible cost category <input type="checkbox"/> Reallocation of funds after the removal of an eligible cost category				
Revenue sources	Approved budget for 20XX-20XX	Unexpended amounts to carryover	Reallocated amounts	Forecasted budget for 20XX-20XX
Contribution of Canada				
Contribution of Quebec				
Total Revenues	\$0,00	\$0,00	\$0,00	\$0,00
% (Canada)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
% (Québec)	#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				
Policy 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
<small>* unfunded categories may be deleted</small>				
JUSTIFICATION: TO BE COMPLETED BY THE RECIPIENT ONLY				
Briefly justify the reasons for the carryover of the unexpended funding to the next fiscal year and/or the reasons for the reallocation of funding between existing eligible cost categories including the removal and/or the addition of new eligible cost category as per the FNPP Terms&Conditions:				
Submitted by: _____ Signature: _____ Date: _____ <div style="text-align: center; font-size: small; margin-top: 5px;">Print name and title</div>				
FOR DEPARTMENTAL USE ONLY				
Program Officer Recommendation:				
Program Officer's name: _____ Date: _____				
Approved by: _____ Signature: _____ Date: _____ <div style="text-align: center; font-size: small; margin-top: 5px;">(APD RCM) Print name</div>				
FOR THE QUEBEC USE ONLY				
Approved by: _____ Signature: _____ Date: _____ <div style="text-align: center; font-size: small; margin-top: 5px;">Print name and Title</div>				

SCHEDULE C

Due Dates

Notice: Failure by the KRG to produce any of the documents listed below by the due date constitutes a default under paragraph 6.4.1 and entitles Quebec and Canada to suspend payment of their respective contributions.

Subsections and paragraphs	Documents to be produced by the KRG	Due Dates
2.7 and 2.8	Code of ethics and policy on criminal allegations	<ul style="list-style-type: none"> • 30 days after the effective date of the Agreement
3.2.2	Inventory of weapons available to the police force, including intermediate weapons	<ul style="list-style-type: none"> • Within 30 days of the effective date of this Agreement, if an inventory has not been delivered to Quebec and Canada prior to the signing of this Agreement by the KRG • Within four (4) months of the end of each fiscal year, as described in paragraph 4.9.1 • Upon expiration or termination of this Agreement • At Quebec's request
3.4.3	Proof of insurance	<ul style="list-style-type: none"> • Within 30 days of the effective date of the Agreement • Within 30 days of subscription renewal or modification
4.3.1	Statement of cash flows	<ul style="list-style-type: none"> • Upon signing the Agreement • April 15 of each subsequent year
4.4.4	Declaration of amounts due in Canada and Quebec	<ul style="list-style-type: none"> • Within 30 days of the effective date of the Agreement
4.9.1	Annual report on police activities	<ul style="list-style-type: none"> • July 31 of each subsequent year
4.9.2	Audited financial statements	<ul style="list-style-type: none"> • July 31 of each subsequent year
4.9.3	Updating cash flow statements	<ul style="list-style-type: none"> • Within 30 days of the end of a quarter

SCHEDULE E

Model for the Regulations on Internal Discipline

This document is intended to serve as a model internal discipline by-law to assist members of police forces in the performance of their duties, as well as to assist managers in the administration of discipline and the application of sanctions. Each community may make any changes or adaptations it deems necessary to the draft by-law presented.

CHAPTER I

SCOPE AND PURPOSE

1. These regulations apply to members of the NPS police force, including the Director, as well as to any special constable hired for this force. They impose duties and standards of conduct designed to ensure their efficiency, the quality of their service and respect for the authorities to which they report.

It also aims to maintain the discipline and ethics necessary to ensure organizational integrity and respect for human rights.

In addition, these regulations define what constitutes disciplinary misconduct, establish a disciplinary procedure, determine the powers of the disciplinary authorities and provide for sanctions.

- 1.1 For the purposes of these regulations, a special constable is deemed to be a member of the NPS.

CHAPTER II

DUTIES AND STANDARDS OF CONDUCT

2. Members must demonstrate dignity. To this end, he/she must avoid any behavior that disrespects a person, compromises the efficiency or honor of the police force, or brings it into disrepute.

In particular, it is forbidden to:

- a) use obscene or abusive language;
- b) abuse authority or engage in intimidation or harassment;
- c) use greater force than necessary to accomplish what he is enjoined or permitted to do;
- d) disrespect or discourteousness towards any person or member;
- e) unauthorized entry of a person into a police vehicle;
- f) unjustifiably associating or fraternizing with persons known to be of criminal repute;
- g) unauthorized consumption of alcoholic beverages in public while the member is on duty or, if not on duty, while in uniform;
- h) being under the influence of alcoholic beverages, narcotics, hallucinogens, narcotic or anesthetic preparations or any other substance capable of producing intoxication, impairment or disturbance of faculties or unconsciousness while the member is on duty;
- i) unauthorized storage of alcoholic beverages in a police vehicle or premises;
- j) immoderate consumption of alcoholic beverages in a public place;
- k) dress in a manner that does not comply with current guidelines during working hours;

- l) buy, sell or possess narcotics or any other product of the same nature, the sale of which is prohibited or regulated, or be involved as an intermediary in a transaction involving one of these substances, except when authorized by his superior within the scope of his duties.

3. The member must respect the rights of any person placed in his custody and avoid any complacency towards them.

In particular, it is forbidden to:

- a) be negligent in the care or supervision of a person in his custody;
- b) provide a person in his custody with alcoholic beverages, narcotics, hallucinogens, narcotic or anesthetic preparations or any other substance capable of producing intoxication, impairment or disturbance of faculties or unconsciousness;
- c) deal in any way whatsoever with any person in his custody or attempt to obtain from him any advantage or to procure for him any advantage;
- d) except in an emergency, search a person of the opposite sex;
- e) failing to search a detainee in his custody or, in the case of a detainee of the opposite sex, failing to have him searched by a person of the same sex;
- f) fail to keep safe any object taken from a person in his custody;
- g) omitting to make entries in the register of prisoners and the register of confiscated objects;
- h) interfere with communications between a person in his custody and his attorney;
- i) use greater force than necessary against a person in his custody;
- j) fail to ensure the safety and health of a person in his custody; and
- k) allow the incarceration of a young offender with an adult, or a female with a male, except as provided by law.

4. The member must only use a service weapon with caution and discretion.

In particular, it is forbidden to:

- a) failing to maintain or keep in good working order a service weapon or the ammunition entrusted to it;
- b) displaying, handling or pointing a service weapon without justification;
- c) failing to report to his superior every time he uses a service weapon in the performance of his duties;
- d) failing to take reasonable steps to prevent the loss, theft or use by a third party of a service weapon;
- e) lend or transfer a service weapon;
- f) failing to exercise due care in the use or handling of a service weapon, including unnecessarily endangering the life or safety of another person; and
- g) carry or use without authorization in the performance of his duties a firearm other than the one issued to him by the NPS.

- 5.** Members must respect the authority of the law and the courts and cooperate in the administration of justice.

In particular, it is forbidden to:

- a) contravene any law enacted by a legally constituted authority in a manner likely to jeopardize the performance of his duties;
- b) prevent or contribute to preventing justice from taking its course;
- c) withhold evidence or information for the purpose of harming or favouring any person, including an accused person, complainant or witness; and
- d) omit or unduly delay the transmission to his superior of any information concerning crimes and offences of which the member is a witness or of which he has knowledge.

- 6.** Members must obey the requests, directives and verbal or written orders of their superiors.

In particular, it is forbidden to:

- a) refusing or failing to report to the Chief Constable or his representative on his activities in the performance of his duties;
- b) refusing or failing to provide a report of activities performed while on the job as requested by a superior; and
- c) not performing assigned work or not being at the location designated by the supervisor.

- 7.** Members must perform their duties conscientiously and diligently.

In particular, it is forbidden to:

- a) refuse or incite refusal to perform its duties; and
- b) be negligent or careless in the performance of duties.

- 8.** The member must be diligent in his work.

In particular, it is forbidden to:

- a) not respecting work schedules;
- b) absence from work without permission;
- c) misrepresent or maneuver to extend leave, delay return to work or be absent from work; and
- d) exchange with another member any work or relief to which he has been assigned without his superior's permission.

- 9.** Members must perform their duties with integrity.

In particular, it is forbidden to:

- a) maliciously damage or destroy, negligently lose or unlawfully dispose of any public or private property;
- b) fail to report any destruction, loss or damage of any property for the use of the police force;
- c) use or authorize the use of any police property for personal or unauthorized purposes;

- d) lend, sell or transfer any uniform or equipment provided by the NPS;
- e) falsifying, concealing or destroying police documents, documents in the custody of the police or other official documents;
- f) present or sign any report or other writing knowing it to be false or inaccurate;
- g) claim or authorize, without proper verification, the reimbursement of expenses not incurred, the payment of hours not worked or the payment of unjustified bonuses; and
- h) fail or neglect to account for or remit within a reasonable time any money or property received as a member of the police force.

10. Members must perform their duties with impartiality and integrity, and avoid any situation involving a conflict of interest likely to compromise their impartiality in the performance of their duties or likely to adversely influence their judgment and loyalty.

In particular, it is forbidden to:

- a) directly or indirectly, engage in influence peddling or obtain or attempt to obtain a sum of money or any other advantage in exchange for any favor whatsoever;
- b) accept, solicit or demand, directly or indirectly, a sum of money, a favor or any other advantage or consideration likely to compromise his impartiality in the performance of his duties;
- c) pay, offer to pay or undertake to offer a sum of money, a favour or any other advantage or consideration to a person, whether or not a member of the police force, of such a nature as to compromise the impartiality of that person in the performance of his duties or to intercede on his behalf in order to obtain promotion, a transfer or any change in his status as a member of the police force;
- d) use information obtained in the course of his duties or as a result of his position within the police force for personal gain or advantage;
- e) recommend the services of a particular attorney to a person charged with a crime or with whom the member has been in contact in the course of his or her duties;
- f) act as surety in a case falling within the jurisdiction of a court of criminal or penal jurisdiction, except in cases where family relations with the person charged justify it;
- g) sign a letter of recommendation or other attestation knowing it to be false or inaccurate; and
- h) hold a job or engage in an activity that is incompatible with the position of police officer.

However, a member may solicit or collect money from the public through the sale of advertisements or tickets or in any other way for the benefit of a person or community organization as long as he or she does not thereby place himself or herself in a conflict of interest situation.

11. As soon as a member is in a situation of incompatibility referred to in section 117 of the *Police Act* (CQLR, chapter P-13.1) or believes he is in a situation that places or is likely to place him in a conflict of interest, compromise his impartiality or adversely affect his judgment and loyalty, he must inform his immediate superior, who will inform him of the measures he must take.

12. The member must respect his oath of office and his oath of discretion.

In particular, it is forbidden to reveal information relating to an investigation or to the activities of the police force to persons not authorized by the General Manager or his representative, in particular by transmitting documents.

13. Members must be politically neutral in the performance of their duties.

In particular, it is forbidden to:

- a) be present in uniform at a political meeting, unless on duty on the premises;
- b) be unreserved in the public expression of his political opinions; and
- c) publicly express, during an election period, his political opinions, solicit funds for a candidate in an election, a political body or a political party, or publicly endorse a candidate in an election or a political party, within the territory where the member usually performs his duties.

14. Members may not wear their uniforms, insignia or service weapons or use other effects belonging to the police force when, while they are supposed to be on duty, they are engaged in activities which are not part of their duties.

15. Any member who becomes aware of, or who has reasonable and probable grounds to believe that a disciplinary offence relating to the protection or safety of the public has been committed, must inform his or her immediate superior or the person responsible for handling complaints. This obligation does not apply to a member who is informed of such conduct in his or her capacity as a union representative.

CHAPTER III

DISCIPLINARY MISCONDUCT

16. Any breach or omission concerning a duty or standard of conduct determined by the present regulations constitutes a disciplinary fault and renders the member concerned liable to disciplinary action.

A member may be the subject of a complaint despite having been acquitted or convicted by a court of criminal or penal jurisdiction of an offence for which the facts giving rise to the charge are the same as those of the disciplinary offence of which he is accused.

17. The right to lodge a disciplinary complaint against a member shall lapse after a period of 2 years from the date of the event or, where the facts are also likely to constitute a criminal offence, from the date of knowledge by the police force authorities of the event giving rise to the complaint.

18. A disciplinary offence alleged against a member shall not give rise to more than one citation under the present by-laws and shall not be subject to more than one disciplinary sanction.

19. Nothing in this by-law shall restrict the right of the Superintendent, an Assistant Superintendent, the Disciplinary Officer or an officer to verbally communicate to a police officer at a lower level remarks or observations likely to improve his behaviour, the quality of his work, his professional conscience or to prevent the commission of any disciplinary fault. Such communication does not constitute a disciplinary sanction.

20. A member may be disciplined for a breach, notwithstanding the fact that a civil, ethical, criminal or penal complaint or action has been brought against him before any judicial or quasi-judicial body for such breach.

However, a member on whom a sanction has been imposed under Chapter I of Title IV of the *Police Act* may not receive an additional sanction under the present by-law for similar derogatory conduct on the occasion of the same event.

21. A member who incites, advises, assists or who, by his encouragement, consent, authorization or failure to act, causes or attempts to cause a member to commit a disciplinary fault or to fail to comply with an obligation incumbent upon him, commits a disciplinary fault himself.
22. Ignorance of the provisions of this by-law or of any duly published by-law, policy, order, instruction, directive, communiqué or memorandum of the community or police department shall not excuse a member who has committed a breach of such provisions.

CHAPTER IV **DISCIPLINARY PROCEEDINGS**

(RECEIVING, INVESTIGATING AND HANDLING COMPLAINTS)

23. The Director is responsible for the application of this by-law, in particular with respect to the receipt, investigation and processing of complaints and the administration of discipline.

The Director may appoint a disciplinary officer from among the department's officers.

24. Any person may lodge a complaint concerning the conduct of a member by submitting it in writing to the member's immediate superior. The complaint must be signed.
25. Any complaint against a member shall be forwarded by the person receiving it to the Director or the person responsible for discipline.
26. The complaint may also originate from the Director, in which case it is submitted for investigation to the Disciplinary Officer, where applicable, or to the KRG General Manager.
27. If the NPS Director is directly or indirectly concerned by a complaint, he must, as soon as it is received, inform the KRG General Manager, or any person designated by the KRG. The KRG will then be responsible for examining and dealing with the said complaint, and for administering discipline in accordance with the provisions of these regulations

The investigation may be entrusted to the SQ.

After investigating and examining the complaint, the General Manager, or the person designated by the KRG, will follow up and issue a written, reasoned decision, which will be sent to the manager and the complainant within 10 days.

28. The procedures provided for in the present by-law may be initiated or continued to their conclusion, even if a person refuses to lodge a complaint or if the complaint is withdrawn.
29. Any member who becomes aware of, or is informed of, any misconduct by another member of the department that may constitute a violation of this by-law, or who has reasonable and probable grounds to believe that such misconduct has occurred, shall notify the Director in writing. Such written notice constitutes a complaint for the purposes of this by-law.
30. Upon receipt of a complaint, the Director shall as soon as possible:
 - a) acknowledge receipt of the complaint and inform the complainant in writing of the review process;
 - b) inform the member in writing of the filing of a complaint against him and of the nature of the complaint, except:
 - i) if informing him would be likely to prejudice the progress of the investigation; or

ii) when it deems the complaint to be frivolous, vexatious, ill-founded or made in bad faith.

31. A member who is the subject of a complaint may not communicate in any way whatsoever with the person who made the complaint, except with the written authorization of the Director or during a necessary police intervention, and may not attempt to influence, intimidate or harass that person, directly or indirectly, as to the outcome of the complaint.
32. The Director must deal with all complaints as quickly as possible and in the strictest confidence.
33. The Director may, if he deems that the nature, seriousness or circumstances of a breach justify it, temporarily suspend a member who is the subject of a complaint from his duties or assign him to administrative duties for the duration of the investigation until a final decision is reached. He must then deal with the complaint with the utmost diligence.
34. A member under such suspension shall immediately surrender to the Director any weapon, instrument, item of equipment, police information document in his possession and any other objects required by the Director. Any failure to comply with the provisions of this article may be treated as a breach or misconduct. All such items shall be returned to the member at the end of the suspension, subject to any disciplinary sanctions that may be imposed.
35. Depending on the progress of the complaint, or upon request, the Director informs the complainant of the steps taken and the handling of the complaint.
36. The Director shall consider every complaint submitted to him and may in particular:
 - a) request additional information on the complaint;
 - b) reject the complaint if it considers it frivolous, vexatious, ill-founded or made in bad faith;
 - c) if the complaint appears to him or her to be well-founded, investigate the facts and events that led to the complaint.
37. The purpose of the investigation is to establish all the facts surrounding the situation reported. To this end, the investigator must, as far as possible, meet, interview and obtain a written statement from the persons concerned. The investigator must prepare a written report detailing all the steps taken and place in the complaint file.
38. Except in the case of an emergency and subject to article 31, the member against whom the complaint has been lodged shall, as far as possible, be interviewed by the investigator before any action is taken against him.

The purpose of this meeting is to enable the member to find out the facts of the case, and to explain and justify any misconduct.
39. The member must be notified in writing at least twenty-four (24) hours prior to such a meeting. This notice shall summarize the facts of the case.

At this meeting, the member has the right to be accompanied by a lawyer, a member of the department or any other person, with the exception of a person involved in the events complained of.
40. Following the filing of the investigation report and the examination of the complaint, the director or person in charge of discipline may, in particular:

- a) reject the complaint;
- b) take disciplinary or administrative action against the member against whom the complaint has been lodged;
- c) submit its recommendations to the appropriate authority (the KRG or the Chief of Police) for a decision on any disciplinary action to be taken against the member who is the subject of the complaint.

- 41. The final decision must be written, reasoned and signed. The Director immediately forwards a copy to the member against whom the complaint has been lodged and informs the complainant.
- 42. When a complaint against a member is dismissed, no mention of the complaint shall be noted in the member's employee file.
- 43. The Director shall submit to the KRG, no later than April 30 of each year, an annual report on his ethics and discipline activities for the department, including a summary of each complaint received and upheld during the past year, as well as the review and treatment thereof.

CHAPTER V
DISCIPLINARY SANCTIONS

- 44. The disciplinary sanction must be proportionate to the seriousness of the alleged breach, taking into account the circumstances surrounding the event, the member's general behaviour and the content of his disciplinary file.
- 45. Possible sanctions include:

Warning: Verbal notice to a member of the department intended to correct a situation or misconduct. This notice is distinct from the communication provided for in article 19 of the present by-law and must be recorded in the police officer's file.

Reprimand: Formal written notice requiring corrective action, a call for attention or caution regarding an obligation or omission in the performance of a duty.

Suspension: Temporary stoppage of work, with or without pay, for a specified period of **up to** _____. (To be determined by the KRG).

Demotion: Disciplinary measure whereby an officer is reduced to a lower rank.

Dismissal: Measure by which the employer permanently terminates the employment relationship with the member.

- 46. A gesture, act or omission reproached to a member of the department may not constitute more than one breach or fault and is not liable to more than one disciplinary sanction.

However, multiple disciplinary sanctions are possible if several gestures, acts or omissions are committed simultaneously or successively.

- 47. The disciplinary sanction decided or recommended, as well as the conditions attached to it, must be proportional to the seriousness of the misconduct committed, taking into account in particular:

- a) mitigating or aggravating circumstances surrounding the commission of the breach;
- b) the member's disciplinary record;
- c) the position held by the member concerned; or
- d) damage to the Service's image or to the administration of justice and its consequences.

48. In particular, any fault may constitute a **major fault:**

- a) likely to constitute a criminal offence;
- b) involving death or serious injury to any person;
- c) affecting the protection of the rights or safety of the public;
- d) is likely to compromise public confidence in members of the police force or affect the image of the NPS;
- e) jeopardizing the bond of trust between the police officer concerned and his employer;
- f) may jeopardize the efficiency or quality of the service;
- g) which, in the opinion of the Director, should be dealt with according to the procedure applicable to a major fault.

It may also constitute a major fault;

- i) any minor offence that is a repeat offence for which a correction notice or reprimand has already been issued in application of the present by-law in the twenty-four (24) months preceding the commission of the offence in question; or
- ii) any minor misconduct - whether or not it constitutes a repeat offence - that is the result of two (2) disciplinary measures recorded in the police officer's personal file during the twenty-four (24) months preceding the event giving rise to the complaint being processed.

Any fault that does not qualify as a major fault as described above constitutes a minor fault.

49. In addition to deciding or recommending the disciplinary sanction to be imposed on the member, the Chief Constable may also impose certain conditions to be complied with, including reimbursement for damages caused, the imposition of certain restrictions on his duties and, where provided for in the *Police Act*, a fine.

50. The Superintendent of Police may require the member to undergo a medical examination or any other assessment of his abilities, when he has reasonable grounds to believe that such an examination is necessary. He may also require the member to undertake a training program or specific measures to upgrade his knowledge.

51. Failure or refusal to comply with these conditions shall constitute a disciplinary offence.

52. The Director, where applicable, shall determine the terms and conditions of any suspension with or without pay, in particular as regards its continuous or discontinuous nature and the dates of such suspension.

At the written request of a member who has been suspended without pay, the Director may recommend to the community authorities that the number of days during which the member would be deprived of pay be reduced, in whole or in part, by the member's annual vacation

and, in whole or in part, by the member's future statutory vacations at the rate of one per week.

- 53.** Any disciplinary sanction imposed by the Director is immediately enforceable, except in the case of dismissal of the member. In such cases, the disciplinary sanction imposed by the Director is subject to approval by the KRG, which must give its decision as soon as possible.

The KRG's decision to impose a sanction is communicated in writing to the member concerned. A copy is also sent to the member's manager and immediate superior, where applicable.

- 54.** When the disciplinary sanction recommended by the Director is dismissal, the member is immediately suspended until the final decision of the KRG.

- 55.** In accordance with section 119 of the *Police Act*;

The KRG must automatically remove any member who has been found guilty, in any place and by a judgment that has become *res judicata*, of an act or omission referred to in paragraph 3 of the first paragraph of section 115 of the *Police Act*, prosecutable only by way of indictment.

The KRG must impose a disciplinary sanction of dismissal on any police officer or special constable who has been found guilty, in any place and by a judgment having the force of *res judicata*, of an act or omission prosecutable either on summary conviction or by way of indictment, unless the police officer demonstrates that there are special circumstances justifying another sanction.

CHAPTER VI

DISCIPLINE ADMINISTRATION

- 56.** Disciplinary sanctions must take into account the individual, the context and the particular circumstances of each case.

- 57.** In addition to the sanctions described in article 51, the Director may, if he deems it in the interest of the service or the member, order that the sanctioned member comply with reasonable conditions in order to ensure his good conduct and prevent the repetition of disciplinary faults.

- 58.** Any disciplinary measure imposed shall be noted in the personnel file of the member concerned.

- 59.** A member on whom a disciplinary sanction other than dismissal has been imposed may, after three (3) years in the case of a disciplinary suspension without pay or demotion, and after two (2) years in the case of a warning or reprimand, apply in writing to the Director to have the sanction removed.

If the Director grants the request for removal, no mention of the disciplinary sanction remains in the member's personal file.

- 60.** No disciplinary sanction may be imposed on a member after two (2) years have elapsed since the commission of the disciplinary offence in question, except in the event that the offence also constitutes a criminal act punishable by indictment.

- 61.** The Director may, at the request of a party, order a reopening of an investigation to be held by himself or a designated officer according to the qualification of the fault, when one or more of the following circumstances occur:

- a) when the processing of the complaint has been vitiated by an irregularity, insofar as this irregularity has caused the member concerned, through no fault of his own, serious prejudice;
- b) when a party asserts new facts which, had they been known in good time, could have justified a different decision; or
- c) to correct any material error which may have caused serious prejudice to the member concerned.

CHAPTER IX
FINAL MEASURES

- 62.** Nothing in these By-laws shall be construed to restrict the authority of the Director or a superior, subject to subsequent ratification by the Director and, where applicable, the KRG, to provisionally relieve with or without pay, or assign to other duties, a member suspected of having committed a disciplinary offence, including a criminal or penal offence, where he is of the opinion that it is necessary to do so for the purpose of safeguarding the legitimate interests of the NPS including, in particular, its efficiency or credibility.
- 63.** The provisions of this by-law may not be interpreted as limiting the KRG's power to take administrative measures against a police officer when required.
- 64.** For the interpretation of the present by-law, a working day includes twenty-four (24) hours of work.
- 65.** This by-law shall not be construed as affecting any collective agreement between the KRG and the union representing NPS members.

These regulations come into force on the date of their adoption by the KRG

SCHEDULE F

Model provisions applicable to criminal allegations

This grid, inspired by the one used by the SQ, can serve as a reference tool for managers whose police force member is the subject of criminal allegations.

SITUATIONS		OPTIONS					ADDITIONAL NOTES
		F.H.	A.T.	P.T.	D.T.	S.T.	
SURVEY		x	x	x			
ACCUSATION	Infractions** and statutory laws	x	x	x			
	Criminal acts and mixed offences	* Possibly related to the performance of duties or to peace officer status	x	x	x		
	Criminal acts and mixed offences prosecuted as criminal acts	Not related to the performance of duties				x	*** Reimbursement of half salary if paid
VERDICT	Criminal guilt						x
	Guilty of an offence or statutory law		x	x	x		
	Acquittal		x	x	x		
IMPRISONMENT	After the appearance until the verdict, as long as there is detention						x
	After sentencing, as long as there is detention						x
Crown seeks appeal after acquittal		x	x	x			

Note: This grid applies to all members, including sick members.

Caption: F.H.: Standard functions
A.T.: Temporary assignment
P.T.: Full salary
D.T.: Half treatment
S.T.: No treatment

* The expression "possibly related to the performance of his duties or to his status as a peace officer" does not apply to a crime committed under circumstances such that it is unreasonable to claim that the act in question could be related to police duties or to the status of peace officer.

** In the case of a criminal offence unrelated to the performance of duties, full salary is replaced by half salary after twelve (12) months from the laying of charges, if the trial has not commenced by that date. If the trial has not begun following a request for postponement from the Deputy Attorney General, this twelve (12) month period is extended by a period equal to the number of days between the scheduled trial date

and the date on which the trial is postponed. Where applicable, half salary is reimbursed if the member is acquitted.

*** A member charged with an indictable offence is also reimbursed half salary if convicted on a charge amended to summary conviction.

SCHEDULE G

“Ordinance no. 95-2 concerning the establishment of a regional police force

KATIVIK REGIONAL GOVERNMENT

Ordinance no. 95-02

Concerning the establishment of a Regional Police Force

WHEREAS pursuant to paragraph 21.0.1 of the *James Bay and Northern Québec Agreement* (JBNQA), the Kativik Regional Government (KRG) is authorized to establish by ordinance and maintain a Regional Police Force in the territory under its jurisdiction;

WHEREAS pursuant to Section 369 of an *Act respecting Northern villages and the Kativik Regional Government* (R.S.Q. c. V-6.1) (hereafter the *Kativik Act*), the Regional Government is authorized to establish by ordinance and maintain a Regional Police Force;

WHEREAS the Kativik Regional Council deems advisable to establish a Regional Police Force.

The following is therefore enacted and decreed:

1. The preamble is an integral part of this ordinance.
2. In this ordinance, unless the context indicates otherwise:
 - a) “Council” means the Council of the Kativik Regional Government;
 - b) “Executive Committee” means the Executive Committee contemplated in Section 276 of the *Kativik Act*.
3. A regional police force is hereby created under the name of the Kativik Regional Police Force (KRPF).

It shall be the duty of the KRPF and each of its members, under the authority of its Chief, to maintain peace, order and public safety in the region, to prevent crime and infringements of the ordinances and by-laws of the KRG and the by-laws of the municipal corporations in the region and the laws of Canada and Quebec.
4. The KRPF shall consist of a Chief and Assistant-Chief, police officers and any other employees as necessary. Subject to this ordinance, the personnel of the KRPF shall discharge their duties under the authority of the Chief.
5. The Minister of Public Security shall appoint the Chief of the police force upon the recommendations of the Regional Government.

The Chief shall be appointed for a term not exceeding three years; his term may be renewed.

Notwithstanding the completion of his term, the Chief shall remain in office until his reappointment or replacement.

6. The Chief of the regional police force is in charge of the management of the KRPF and the organization and conduct of its police operations. He shall be under the authority of the Manager of the KRG according to the provisions of Section 303 paragraph (g) of the Kativik Act. However, the said Manager shall have no authority in any matter concerning a police inquiry.
7. The Chief of the KRPF shall :
 - (1) submit to the Executive Committee, at such times as it may fix but at least every other month, a report of the operations of the KRPF, in the form and on the terms and conditions determined by the Executive Committee;
 - (2) supply the Executive Committee with any information necessary for the discharge of the functions of the KRPF;
 - (3) submit to the Executive Committee any detailed report on criminal activities or on conditions that are disturbing to order, peace and public safety;
 - (4) prepare the annual budget of the KRPF.
8. The conditions of employment of the Chief, the police officers and other employees of the KRPF, shall be established in accordance with Section 302 of the Kativik Act.
9. This ordinance shall come into effect on the date of its publication.

IN FAVOUR:	13
OPPOSED:	0
ABSENTEES:	3
DATE OF ADOPTION:	May 30, 1995
DATE OF PUBLICATION:	
SPEAKER'S SIGNATURE:	Simiunie Sivuarapik
SECRETARY'S SIGNATURE:	Malee Saunders



SCHEDULE H

Policing services

In addition to the police services described in subparagraphs a) to c) of paragraph 2.2.2, the NPS must provide the following services:

Description of activities
Policing
Patrol
Answering calls
Transport of remand prisoners (1)
Crime scene protection
Hostage-taking or active shooter (containment capability)
Investigations
Sexual assault (2)
Assault
Robbery
Breaking and entering
Fire (3)
Vehicle theft
Drugs, alcohol and tobacco (4)
Fraud (5)
Theft and receiving stolen goods
Offence-related property
Vehicle accident
Mischief
Dangerous driving and impaired driving
Hit and run
Deaths (6)
Disappearances
Support services
Crime analysis
Fingerprinting and crime scene photography
Criminal intelligence
Violent crime linkage analysis system (ViCLAS)
Detention (1)
Custody of exhibits
Court liaison
Taking a bodily substance for genetic analysis
Managing mandates and locating individuals
Police file management
Public Affairs
Power supply and interrogation of the Centre de renseignements policiers du Québec (CRPQ)
Internal affairs
Telecommunications
Technical equipment and instructor (firearms)
Breathalyzer technician

- (1) The terms and conditions governing the police services to be provided by the NPS in connection with the transportation of accused persons and detention remain under discussion between the KRG and the Government of Quebec. The NPS is committed to providing the same services as at present, pending the outcome of these discussions.
- (2) Not involving aggravated acts, weapons or minors (Bill C-15 requirements).
- (3) No death, no arson.
- (4) Possession and local traffic only following NPS information.
- (5) Cheques only.
- (6) If not suspect.

Note 1: Each police force is responsible for the people, exhibits and other matters related to its own investigation.

Note 2: Search and rescue and emergency plans will be the subject of a protocol to be signed with the SQ.

SCHEDULE I

Annual report on NPS activities

The annual activity report of NPS according to paragraph 4.9.1 must include, but not be limited to:

- A description of NPS civilian and police personnel, including an organization chart;
- NPS Hiring and training activities;
- Statistical data on offences handled by NPS;
- Activities and programs delivered by NPS or in which it is involved, such as school visits, drug education, crime prevention, etc.;
- An inventory of vehicles;
- A description of police facilities, their condition and any improvements or work carried out during the past year;
- Statistical data on complaints from the public in regards to NPS, including the nature of these complaints;
- Complete inventory of weapons, including intermediary weapons.

**AGREEMENT ON THE PROVISION OF POLICING SERVICES
IN THE KATIVIK REGION
for the period from
OCTOBER 1, 2024 to MARCH 31, 2029**

**AGREEMENT ON THE PROVISION OF POLICING SERVICES
IN THE KATIVIK REGION
for the period from October 1, 2024 to March 31, 2029**

BETWEEN:

KATIVIK REGIONAL GOVERNMENT,
represented by its chairperson and its secretary

(hereinafter the “KRG”)

AND:

HIS MAJESTY THE KING IN RIGHT OF CANADA,
represented by the Minister of Public Safety and
Emergency Preparedness

(hereinafter “Canada”)

AND:

THE GOVERNMENT OF QUEBEC,

represented by the Minister of Public Security, the
Minister responsible for Relations with the First
Nations and the Inuit, and the Minister responsible for
Canadian Relations and the Canadian
Francophonie, acting respectively through the
Deputy Minister of Public Security, the Associate
Secretary General for Relations with the First Nations
and the Inuit, and the Associate Secretary General
for Canadian Relations.

(hereinafter “Quebec”)

(hereinafter collectively referred to as the “Parties”)

WHEREAS the Parties agree on the importance for the KRG, a legal person established in the public interest under the *Act Respecting Northern Villages and the Kativik Regional Government*, CQLR, chapter V-6.1 (hereinafter the “Kativik Act”), to provide policing services that are professional, dedicated and adapted to the needs and culture of the population of the Kativik region in accordance with the James Bay and Northern Quebec Agreement (hereinafter the “JBNQA”) and applicable statutes and regulations;

WHEREAS the Nunavik Police Service (hereinafter “NPS”) was established pursuant to section 21 of the James Bay and Northern Quebec Agreement and Division IV of Chapter II of Title V of Part II of the Kativik Act;

WHEREAS the KRG is a municipality within the meaning of the *Police Act*, CQLR, chapter P-13.1, and the NPS and its members are governed by this Act;

WHEREAS, in accordance with their respective jurisdictions, Canada and Quebec wish to provide financial support for the expenses incurred by the KRG to maintain policing services for the population of the Kativik region;

WHEREAS Canada provides its share of the financial contribution provided for in this Agreement in accordance with the First Nations and Inuit Policing Program (FNIPP) and in compliance with the policies and terms and conditions thereof; and

WHEREAS the NPS is a police force for the purposes of the *Police Act* and the KRG has adopted Ordinance No. 95-2 under section 369 of the *Kativik Act* to establish and maintain the NPS, which has been approved by the Quebec Minister of Public Security.

THEREFORE, the Parties agree as follows:

INTERPRETATION PROVISIONS

1.1 CONTENT OF THE AGREEMENT

The preamble and the following schedules form part of this Agreement:

- Schedule A – NPS Budget
- Schedule C – Due Dates;
- Schedule H – Police Tasks; and
- Schedule I – Annual Report of NPS activities.

This Agreement constitutes the entire agreement between the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings.

The following schedules are attached for information only:

- Schedule B – Request and Approval Form Reallocation of Funding;
- Schedule D – Cash Flow Statement;
- Schedule E – Regulation on Internal Discipline;
- Schedule F – Model for Provisions Applicable to Criminal Allegation Cases; and
- Schedule G – Ordinance No. 95-02 concerning the establishment of a Regional Police Force.

1.2 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws applicable in Quebec.

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

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

1.4 LEGAL SCOPE OF THIS AGREEMENT

- 1.4.1 This Agreement shall not be construed as creating, recognizing, defining, denying or otherwise affecting any Aboriginal or treaty rights recognized and affirmed under section 35 of the *Constitution Act, 1982*, that may be held by the KRG. Furthermore, this Agreement is not a treaty or an agreement within the meaning of sections 25 and 35 of that Act.
- 1.4.2 This Agreement shall not have the effect of amending the JBNQA and, without limiting the generality of the foregoing, nothing in this Agreement shall be considered to be a complementary agreement within the meaning of section 4 of the *James Bay and Northern Quebec Native Claims Settlement Act*, SC 1976-77, c. 32, and section 3 of the *Act approving the Agreement Concerning James Bay and Northern Québec*, CQLR, chapter C-67.
- 1.4.3 This Agreement shall not serve to create a partnership, an association, a joint venture, or an employer-employee or agency relationship between the Parties.
- 1.4.4 This Agreement shall not affect the KRG's ability to obtain additional funding for the provision of policing services by the NPS should the FNIPP be enhanced.
- 1.4.5 The territory covered by this Agreement is as follows:

The territory covered by this Agreement, as defined in paragraph v of section 2 of the *Kativik Act*, is all the territory of Quebec located north of the fifty-fifth parallel, excluding the Category IA and IB lands intended for the Cree community of Great Whale River and designated as such under the *Act respecting the land regime in the James Bay and New Québec territories*, CQLR, chapter R-13.1, and excluding the IA-N lands intended for the Naskapi community of Kawawachikamach under the *Act respecting Cree, Inuit and Naskapi Native persons*, CQLR, chapter A-33.1.

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

The description of the territory applies strictly to this Agreement and is without prejudice to the respective positions of the KRG, Canada and Quebec with regard to the territorial boundaries of the communities represented by the KRG.

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

1.5 PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish a contribution by Canada and Quebec for the funding of the policing services provided by the NPS in the Kativik region in accordance with the *Police Act* and the *Kativik Act*.

PROVISION OF POLICING SERVICES

2.1 ESTABLISHMENT AND ADMINISTRATION OF THE POLICE FORCE

- 2.1.1 The NPS is made up of each of its members, who are police officers within the meaning of section 374 of the *Kativik Act* and within the meaning of the *Police Act*, sworn in under Schedules A and B of the latter, or special constables, appointed and sworn in under sections 107 or 108 of the *Police Act*.

As of fiscal year 2024–2025, the associated financial contribution from Canada and Quebec is based on a workforce of 169 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2025–2026, the contribution will be based on a workforce of 208 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2026–2027, the contribution will be based on a workforce of 235 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2027–2028, the contribution will be based on a workforce of 255 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2028–2029, the contribution will be based on a workforce of 269 police officers (full-time equivalent positions), including the director of the NPS.

The NPS is assisted by the required support staff in its work.

- 2.1.2 The KRG is responsible for the administration and organization of the NPS. It is the employer of the special constables, the members of the NPS, including its director, and its support staff and is responsible for their appointment, except for the director, who is appointed by the Quebec Minister of Public Security. The KRG draws up employment contracts, including paragraph 5.4.2 of this Agreement.
- 2.1.3 The KRG may establish internal policies and procedures to administer the NPS.

2.2 MISSION AND RESPONSIBILITIES OF THE NPS

- 2.2.1 In accordance with section 371 of the *Kativik Act* and with the *Police Act*, the mission of the NPS and each of its members and special constables is to maintain peace, order and public security, to prevent and repress crime and offences under the laws and by-laws of the KRG and the municipalities of the Territory, and to apprehend offenders.

- 2.2.2 For the purposes of providing policing services within the territory described in paragraph 1.4.5 and in accordance with the principles set out in section 48, paragraph 2, of the *Police Act*, the NPS is responsible for:

- a) ensuring a police presence that makes it possible to respond to requests for assistance within a reasonable time;
- b) conducting investigations, including securing the crime scene, identifying the complainant and witnesses, taking statements, gathering clues and evidence, arresting the suspect if possible, issuing statements of offence and making follow-up court appearances; and
- c) implementing crime prevention measures and programs.

More specifically, the NPS must also provide the policing services listed in Schedule H to this Agreement.

- 2.2.3 In accordance with section 48, paragraph 3, of the *Police Act*, when conducting police investigations and interventions, the NPS and each of its members and special constables act with full independence, free of any interference. In this respect, the KRG, its employees and any body established by the KRG are prohibited from attempting to interfere with or give instructions, directly or indirectly, to members of the NPS, including its director, and special constables.

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

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

2.3 CONDITIONS OF EMPLOYMENT AND REQUIRED QUALIFICATIONS

2.3.1 In selecting members of the NPS and special constables, the KRG shall ensure that candidates meet the requirements set out in the laws applicable in Quebec, subject to the JBNQA.

The KRG shall hire members of the NPS in accordance with the standards set out in section 115 of the *Police Act* and any regulations made under section 116 of that Act.

If a candidate holds a basic training diploma in police patrolling from an establishment other than the École nationale de police du Québec (ENPQ), the KRG shall ensure, before hiring, that the candidate submits an attestation of equivalence recognized by the ENPQ pursuant to section 15 of the *By-law to establish the Training Plan Regulation of the École nationale de police du Québec*, CQLR, chapter P-13.1, r. 4.

2.3.2 A candidate whom the KRG intends to recommend to the Minister for the position of director of police must, in addition to meeting the conditions of employment and required qualifications, have relevant experience in managing a police force, subject to the JBNQA. The KRG shall give preference to candidates who have a university degree or a certificate in police management awarded or recognized by the ENPQ or, failing that, shall ensure that the candidate obtain such a degree or certificate within a reasonable time

2.3.3 In exceptional circumstances, where there is a shortage of candidates who meet the requirements set out in paragraphs 2.3.1 and 2.3.2, the KRG may hire special constables who, in addition to meeting the conditions set out in subparagraphs 1 to 3 of section 115, paragraph 1, of the *Police Act*, meet at least the following criteria:

- a) are 18 years of age or older at the time of hiring;
- b) hold a valid Class 4-A driver's license to drive an emergency motor vehicle; and
- c) have completed use-of-force training.

2.3.4 In selecting a police investigator, the KRG shall ensure that the candidate meets the conditions of employment and qualifications set out in paragraph 2.3.1 of this Agreement and that he has successfully completed police investigator training provided or recognized by the ENPQ, or that he meets the conditions set out in section 2 of the *Regulation respecting the minimum qualifications required to exercise investigative functions within a police force*, CQLR, chapter P-13.1, r. 3.

2.3.5 The KRG shall ensure that the members of the NPS's support staff are of good character and have the qualifications required to perform their duties.

2.4 SWEARING-IN

2.4.1 The director of the NPS shall take the oaths prescribed in Schedules A and B of the *Police Act* before the Minister of Public Security of Quebec in accordance with section 373 of the *Kativik Act*.

Other members of the NPS and special constables appointed under section 108 of the *Police Act* shall take these oaths before the director, a regional councillor of the KRG Council or a member of the executive committee, in accordance with section 374 of the *Kativik Act*.

2.4.2 Special constables appointed by the Quebec Minister of Public Security under section 107 of the *Police Act* shall, in accordance with this provision, take the oaths prescribed in Schedules A and B of that Act before a judge of the Court of Quebec.

2.5 REGISTER OF MEMBERS OF THE NPS

2.5.1 The KRG shall keep a register of members of the NPS and a register of special constables, which must include the following information:

- a) swearing-in date;
- b) employment start date (and end date if applicable);
- c) nature of employment (position, full-time, part-time [number of hours]);
- d) class 4-A driver's licence number and expiry date;
- e) diploma(s) and/or equivalence(s) recognized by the ENPQ and date(s) obtained;
- f) title(s) of professional firearms certification(s) and recertification(s) and date(s) obtained;
- g) title(s) of professional pepper spray certification(s) and recertification(s) and date(s) obtained;
- h) title(s) of professional conductive energy device certification(s) and recertification(s) and date(s) obtained; and
- i) title(s) of any other relevant certification(s) involving intermediate weapons, including extendable baton, and date(s) obtained.

2.5.2 For each member of the NPS and special constables, all supporting documents shall be kept in a personal file under lock and key, and a copy of each file must be sent to the Quebec Department of Public Security upon request.

2.6 ETHICS AND INTERNAL DISCIPLINE

2.6.1 It is understood that all members of the NPS, as well as all special constables, are subject to the *Code of ethics of Québec police officers*, CQLR, chapter P-13.1, r. 1.

2.6.2 In accordance with sections 256 and 258 of the *Police Act*, the KRG shall make a by-law concerning the internal discipline of the members of the NPS and the special constables (Schedule E). The KRG shall promptly transmit any amendments it makes to Canada and Quebec.

2.6.3 In the event of a complaint against the director, the KRG is responsible for applying the disciplinary procedure set out in the by-law and, where appropriate, imposing sanctions.

2.7 CRIMINAL ALLEGATIONS

2.7.1 The KRG shall establish provisions, based on an internal policy, employment contract or collective agreement, to be applied in cases of criminal allegations made against members of the NPS and shall include the circumstances for applying the various measures apply.

2.7.2 The KRG may follow the model provisions applicable to criminal allegations proposed in Schedule F – Model for Provisions Applicable to Criminal Allegation Cases.

Within 30 days of the coming into force of this Agreement, the KRG shall send a copy of these provisions to Canada and Quebec and shall promptly send any amendments thereto.

Should the KRG fail to adopt and transmit its own provisions applicable in the event of criminal allegations within the prescribed time, the KRG shall be deemed to have adopted

those proposed in Schedule F – Model for Provisions Applicable to Criminal Allegation Cases.

2.8 RESPONSIBILITIES OF THE DIRECTOR OF THE NPS

2.8.1 Without restricting the scope of the director's obligations under the *Police Act*, the director of the NPS is responsible for directing the NPS in accordance with the efficient police management procedures already in place. The director's duties include:

- a) assisting the KRG in managing the NPS and its support staff, and ensuring that policies and procedures established by the KRG are being respected;
- b) managing the operations of the NPS and its support staff, and coordinating police operations. To this end, the director also has the authority to enter into operational protocols with any other police force;
- c) ensuring compliance with the *Code of ethics of Québec police officers*, the internal discipline by-law and the provisions applicable to criminal allegation cases;
- d) ensuring that the materials and equipment made available to the NPS are used solely for the provision of policing services;
- e) providing the Quebec Minister of Public Security with a copy of the continuous training plan that must be drawn up in accordance with sections 3 to 5 of the *Police Act* and, pursuant to section 6, be forwarded to the ENPQ not later than April 1 of each year, and providing Canada with a general follow-up of this plan;
- f) reporting to the KRG on disciplinary files and the operations and administration of the NPS, including public complaints; and
- g) on request, providing Canada and Quebec with an up-to-date police organization plan establishing, among other things, that the NPS is providing the policing services listed in Schedule H – Police Services.

2.8.2 The director of the NPS shall adopt operational guidelines in accordance with the *Guide de pratiques policières* (Guide to Police Practices) provided to police forces by the Quebec Minister of Public Security in accordance with section 304 of the *Police Act* and may adapt them to the cultural and local realities of the population of the Kativik region in accordance with applicable statutes and regulations.

2.8.3 The director of the NPS shall ensure that the members of the NPS and the special constables comply with the applicable law and hold the required professional certifications and recertifications for firearms, including conductive energy devices and intermediate weapons, and chemical agents such as pepper spray.

2.8.4 The director of the NPS shall ensure that the relevant information is registered with the Centre de renseignements policiers du Québec (CRPQ) in accordance with the procedure agreed upon with the SQ.

2.9 REDUCTION IN PAY OR DISMISSAL OF THE DIRECTOR

The KRG may, for cause, by resolution duly adopted to this effect, reduce the pay of the director of the NPS or recommend to the Quebec Minister of Public Security that the director of the NPS be dismissed.

FACILITY AND EQUIPMENT

3.1 POLICE FACILITY

- 3.1.1 The KRG shall provide the NPS with the facility required for the provision of policing services.
- 3.1.2 The KRG shall ensure that the facility referred to in paragraph 3.1.1 complies with the applicable fire safety and occupational health and safety standards.
- 3.1.3 The KRG is solely responsible for ensuring that this facility meets applicable fire safety and occupational health and safety standards. Neither Canada nor Quebec may be held responsible by the KRG for a breach of the KRG's obligations to provide a facility that meets these standards and a failure to inform the KRG's insurer of any risks associated with the facility and to correct any deficiencies.
- 3.1.4 The KRG acknowledges that subsection 3.1 does not constitute a commitment by Canada and Quebec to fund the corrective actions required to remedy the deficiencies in the police facility. The KRG may, however, rework the NPS's budget set out in Schedule A – NPS Budget, as permitted under Section IV of the Agreement, on the condition that these costs are eligible costs.
- 3.1.5 If rent is charged by a third party for the facility occupied by the NPS, it may 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. On request, the KRG shall provide Canada and Quebec with an attestation from a member of the Ordre des évaluateurs agréés du Québec or any other professional confirming the rental value of the rented facility and that the rent to be charged is reasonable with regard to the local market.

3.2 MATERIAL AND EQUIPMENT

- 3.2.1 The KRG, further to recommendations from the director of the NPS, shall supply the material and equipment needed to provide policing services with the funds provided by Canada and Quebec. Weapons must be acquired in accordance with applicable laws and regulations.
- 3.2.2 The KRG shall provide Canada and Quebec with a complete inventory of weapons of the NPS, including intermediate weapons:
 - a) within 30 days of the effective date of this Agreement, if, before signing this Agreement, the KRG did not provide Canada and Quebec with a complete inventory;
 - b) within 4 months of the end of each fiscal year, as described in paragraph 4.9.1;
 - c) upon expiration or termination of this Agreement; and
 - d) without delay, upon request from Quebec.

3.3 DISPOSAL OF MATERIAL AND EQUIPMENT

- 3.3.1 The KRG is responsible for maintaining the NPS's material and equipment.
- 3.3.2 The KRG shall replace the NPS's material and equipment if such replacement is less costly than maintaining the material or equipment or is necessary because of wear and tear or obsolescence.
- 3.3.3 During the term of this Agreement, the KRG may sell NPS material and equipment at market value.

The proceeds of such sales, should they exceed \$5,000, shall be credited to Canada and Quebec in proportion to their initial contributions as set out in paragraph 4.2.2. The net proceeds of sale shall exclude any amortization costs. The amount owed to Canada and Quebec may be reimbursed to them by:

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

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

- c) notwithstanding the foregoing, Canada and Quebec may, jointly and in writing, agree that the KRG keep to the net proceeds of a sale referred to in this paragraph to acquire material and equipment needed for the provision of policing services.

3.3.4 When the Agreement ends or is terminated, the KRG shall dispose of the NPS's material and equipment in accordance with subsection 6.7.

3.4 INSURANCE

3.4.1 The KRG shall contract and maintain a comprehensive general liability insurance covering the facilities required for the provision of policing services, the activities of the NPS, its officials, members, constables and other employees and agents assigned to policing activities, including the activities of the KRG under this Agreement.

This insurance shall provide coverage of no less than \$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 contractual liability, the policy shall also contain a cross liability clause. It shall provide Canada and Quebec with similar coverage and protection to that offered to other insured parties and beneficiaries.

3.4.2 The KRG shall contract and maintain insurance coverage of no less than \$2,000,000 for motor vehicles owned by, used by or registered to the NPS.

3.4.3 The KRG shall provide Canada and Quebec with proof of insurance (copy of insurance certificate) within 30 days of the effective date of this Agreement and, thereafter, within 30 days of any renewal or amendment of the insurance.

3.4.4 The KRG shall notify Canada and Quebec without delay if the insurer terminates or amends the insurance.

FUNDING OF POLICING SERVICES

4.1 INFORMATION TO THE PUBLIC

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

4.2 FUNDING AMOUNT AND BUDGET

- 4.2.1 The maximum amount of the policing service costs funded by Canada and Quebec 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 set out in Schedule A - NPS Budget, of this Agreement, at:
 - \$66,810,843 for fiscal year 2024–2025;
 - \$97,379,615 for fiscal year 2025-2026;
 - \$111,515,888 for fiscal year 2026–2027, of which a maximum of \$40,000 is earmarked to cover expenses related to membership and participation in a Quebec association that represents the interests of Indigenous police forces, among others;
 - \$127,082,577 for fiscal year 2027–2028, of which a maximum of \$40,000 is earmarked to cover expenses related to membership and participation in a Quebec association that represents the interests of Indigenous police forces; and
 - \$143,077,348 for fiscal year 2028–2029, of which a maximum amount of \$40,000 is earmarked to cover expenses related to membership and participation in a Quebec association that represents the interests of Indigenous police forces;
- totalling \$545,866,271 for the Agreement as a whole.
- 4.2.2 The annual contributions of Canada and Quebec shall be established for each fiscal year in accordance with the following ratio: 52% for Canada and 48% for Quebec.

For each fiscal year, the respective contributions of Canada and Quebec shall be:

- a) For fiscal year 2024–2025:
 - \$34,741,639 for Canada
 - \$32,069,204 for Quebec
- b) For fiscal year 2025–2026:
 - \$50,637,400 for Canada
 - \$46,742,215 for Quebec
- c) For fiscal year 2026–2027:
 - \$57,988,262 for Canada, of which a maximum of \$20,800 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
 - \$53,527,626 for Quebec, of which a maximum of \$19,200 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
- d) For fiscal year 2027–2028:

\$66,082,940 for Canada, of which a maximum of \$20,800 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
\$60,999,637 for Quebec, of which a maximum of \$19,200 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces

- e) For fiscal year 2028–2029:
\$74,400,221 for Canada, of which a maximum of \$20,800 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
\$68,677,127 for Quebec, of which a maximum of \$19,200 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces

4.2.3 The KRG shall respect the budget set out in Schedule A - NPS Budget. However, it may reallocate sums between eligible budget items if the reallocation is explained and recorded in the “Comments” section of Schedule D – Cash Flow Statement, as well as in the audited annual financial statements provided for in paragraph 4.9.2. This excludes the amounts relating to specific expenses associated with membership and participation in a Quebec police association that represents the interests of Indigenous police forces, of which Quebec’s funding portion cannot be reallocated to other budget items, and for which the terms and conditions for Canada’s funding are set out in paragraph 4.5.4.

Despite any reallocations, the maximum amount of funding shall remain the same as set out in paragraph 4.2.1.

4.2.4 If the budget reallocation requires the addition of a new eligible budget item or the removal of an existing budget item, the KRG shall obtain the written authorization of Canada and Quebec. The authorization request and the information required therein shall be submitted in accordance with the requirements of Quebec and Canada (see Schedule B – Request and Approval Form for Reallocation of Funding).

4.3 PAYMENT SCHEDULE TERMS AND CONDITIONS

4.3.1 At the beginning of each fiscal year, the KRG shall prepare a cash flow statement, in accordance with the budget submitted in Schedule A – NPS Budget and shall provide it to Canada and Quebec, upon the signing of this Agreement for the sole or first fiscal year, or before April 15 of the fiscal year in question for a subsequent fiscal year. The cash flow statement shall be submitted in accordance with the requirements of Canada and Quebec (Schedule D – Cashflow Statement) and shall be updated quarterly, including the statement of revenues and expenses for the preceding quarter and the projections for future quarters.

4.3.2 The payment schedule for Canada is as follows:

For each fiscal year covered by this Agreement, Canada shall pay the KRG its annual contribution based on the following terms and conditions:

50% of its share on May 1 and October 1 of each fiscal year covered by this Agreement.

4.3.3 The payment schedule for Quebec is as follows:

a) For fiscal year 2024–2025, the KRG acknowledges that Quebec paid its contribution of \$8,069,204 on November 1, 2024. Quebec shall pay to KRG the balance of its annual contribution within 30 days of the signing of this agreement.

b) For fiscal year 2025–2026, Quebec shall pay make the KRG its annual contribution based on the following terms and conditions:

50% of its share on June 1 and November 1 of each fiscal year covered by this Agreement.

c) As of fiscal year 2026–2027, the terms and conditions are as follows:

- i) 50% of its share less its share of funding to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces on June 1 and November 1 of each fiscal year in question;
- ii) For the share of funding to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces, for each fiscal year in question, payments shall be made only after supporting documents have been verified and approved.

No amount related to these expenses may be claimed more than one year after the end of the fiscal year in question.

4.3.4 Canada and Quebec may withhold their share if they have not received the cash flow statement referred to in paragraph 4.3.1 and the documents referred to in subsection 4.9 within the time frames established by this Agreement (Schedule C – Due Dates).

4.3.5 If funding has been received by the KRG under a previous agreement and has not been spent, the KRG acknowledges that this funding is owed to Canada and Quebec.

Canada and Quebec may, however, authorize the KRG to retain this amount as partial payment of their respective obligations and thus proportionately reduce their payments.

4.4 CONDITIONS OF FUNDING

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

- a) the existence of the annual appropriation required, granted by Parliament to the Department of Public Safety and Emergency Preparedness, to fund Indigenous policing services for the fiscal year during which the payment of Canada's contribution is likely to become due, pursuant to section 40 of the *Financial Administration Act*, R.S.C. 1985, c. F-11;
- b) the existence of a sufficient balance available in an appropriation granted by the National Assembly to the Quebec Department of Public Security to finance Indigenous policing services for the fiscal year during which the payment of Quebec's contribution is likely to become due, pursuant to section 21 of the *Financial Administration Act*, CQLR, chapter A-6.001.

4.4.2 In the event that funding is no longer available or has been decreased for Indigenous policing services, Canada or Quebec 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 or Quebec shall provide to the other Parties.

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

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

4.5 UNEXPENDED FUNDING, CARRY-OVER AND DEFICIT

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

- a) With the written authorization of Canada and Quebec, the KRG may carry forward unexpended funds at the end of a fiscal year to the next fiscal year provided that the funding has been advanced and the funds are proposed to be used for eligible expenditures listed in this Agreement or for purposes consistent with the KRG's objectives and activities. To obtain such written authorization, the KRG shall provide Canada and Quebec with written notice;

- b) The notice shall describe how the KRG intends to use unexpended funds and shall include any information required by Canada and Quebec and shall be presented in accordance with the approved statement of unexpended funds provided in Schedule D – Cash Flow Statement; and
 - c) Unexpended funds shall be clearly stated in the cash flow statement required by paragraph 4.3.1 and in the audited annual financial statements required by paragraph 4.9.2. Any amount not expended by the end of this Agreement, unless it is renewed or extended by agreement, shall constitute a debt due to Canada and Quebec.
- 4.5.2 At the end of each fiscal year, any deficit remains the responsibility of the KRG and cannot be carried forward to the next fiscal year.
- 4.5.3 This subsection applies only to amounts paid in accordance with the budget established under this Agreement.
- 4.5.4 For fiscal years for which funding has been granted to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces, any portion of Canada's share of this amount that remains unexpended at the end of a given fiscal year is considered to be an overpayment. In such a case, the KRG will retain these funds as an advance on the final payment owed by Canada under this Agreement.

4.6 ALLOCATION OF EXPENSES AND ELIGIBLE COSTS

- 4.6.1 The KRG shall allocate contributions obtained under this Agreement exclusively to the following expenses, which shall not exceed what is set out in Schedule A – NPS Budget:
- a) pay and benefits for police officers, special constables and other appointed individuals; and permanent, temporary and casual civilian staff;
 - b) administrative expenses defined in the Agreement, which may not exceed 15% of the total value of this Agreement;
 - c) expenses necessary to carry out 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 for travel to and from remote areas;
 - g) expenses for the detention and escorting of prisoners;
 - 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) maintenance and renovation of policing infrastructure expenditures when the police facility is and remains the property of the KRG, as defined as:
 - i. renovation of an existing police facility, and;
 - ii. 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 NPS;
 - n) legal costs related to the operations of the NPS; and

o) professional fees related to the preparation of financial statements.

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

4.7 DECLARATIONS OF THE KRG

4.7.1 The KRG declares that the budget in Schedule A – NPS Budget describes all funds from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement except for the sums in Schedule A of the Agreement on the Provision of Policing Services in the Kativik Region for the period from October 1, 2024 to March 31, 2029.

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

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

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

4.8 MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS

4.8.1 The KRG shall:

- a) maintain separate accounting records clearly identifying revenues and expenditures for the provision 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 Chartered Professional Accountants of Canada (CPA) Handbook, including records of all expenditures made by the KRG in relation to policing services and invoices, receipts and vouchers relating thereto;
- c) retain all documents and records relating to this Agreement from its effective date, for a period of no less than five years following the expiry or termination of this Agreement; and
- d) allow Canada and Quebec to access activity sites and its place of business and make available to them any supporting documentation, files, records and other documents at their request

4.9 REPORTING AND ACCOUNTABILITY

4.9.1 Within four months of the end of each fiscal year, the KRG shall provide Canada and Quebec with an annual report on the activities of the NPS, including the information set out in Schedule I – Annual Report of NPS Activities.

4.9.2 Within four months of the end of each fiscal year, the KRG shall provide Canada and Quebec with financial statements that comply with the following requirements:

- a) the statements have been audited in accordance with generally accepted accounting principles as prescribed in the *CPA Canada Handbook*;
- b) they include in particular an income and expense statement for all the funding received and expenses incurred for the delivery of policing services;

- c) they provide information on all transactions over \$5,000 involving goods procured with funds provided under this Agreement or a previous agreement;
 - d) they relate specifically to the delivery of policing services; and
 - e) they were prepared by professional accountants, independent of the KRG, who are active members in good standing of the Ordre des comptables professionnels agréés du Québec (CPA).
- 4.9.3 Within 30 days of the end of each quarter in a fiscal year, the KRG shall provide Canada and Quebec with the updated cash flow statement provided for in paragraph 4.3.1, including the income and expense statement for the previous quarter and projections for upcoming quarters, presented in accordance with their requirements.
- 4.9.4 The KRG shall provide Canada and Quebec with any documents supporting the financial statements described in paragraph 4.9.2 or the cash flow statement described in paragraph 4.3.1 within the timeframes set out in these paragraphs for the production of financial statements and the cash flow statement.
- 4.9.5 The KRG shall provide Canada and Quebec with any additional information that may be sought and that Canada and Quebec deem necessary for the purposes of this Agreement.

4.10 OVERPAYMENT

- 4.10.1 The KRG shall be deemed to have received an overpayment of contributions provided by Canada and Quebec under this Agreement when:
- a) sums were paid to the KRG but remained unexpended by the end of the last fiscal year covered by the Agreement or at the date of termination of this Agreement;
 - b) the KRG's financial statements, audited by an independent certified accountant, have been completed and an overpayment is identified as a result of ineligible expenditures or costs;
 - c) Canada or Quebec carries out a financial analysis or audits the KRG's financial statements and an overpayment is identified as a result of ineligible expenditures or costs; and
 - d) for any other reason, the KRG was not entitled to these contributions, or Canada and Quebec determine that the sums paid exceed the amount to which the KRG was entitled.
- 4.10.2 The KRG recognizes that an expenditure or cost may be deemed ineligible where there is no related invoice, receipt or other supporting document or where, in the opinion of Canada or Quebec, the expenditure or cost cannot be substantiated.
- 4.10.3 Any overpayment is then considered a debt to Canada and Quebec, at their respective rate of funding, and due by the KRG. The overpayment shall be repaid to them no later than 30 days following the date of receipt of notice from Canada or Quebec. If, however, the overpayment has been identified in the audited financial statements, as set out in paragraph 4.9.2, then the due date for the reimbursement shall be the date of the submission to Canada and Quebec of the audited financial statement.
- Note: Reimbursements due to Canada shall be made to the Receiver General for Canada, and reimbursements due to Quebec, to the Quebec Minister of Finance.
- 4.10.4 Any unexpended funding may be offset by reducing any other contributions made by Canada and Quebec.

4.11 INTEREST CHARGES

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

4.12 AUDIT BY CANADA OR QUEBEC

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

4.12.2 The KRG shall provide the independent auditors with access, without charge, to activity sites and its place of business during regular business hours within 72 hours after receiving written notification and shall make available to them any supporting document, file, record, register or other document when requested. The KRG 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 could be made available to the public through posting on the Public Safety Canada Internet site (<https://www.publicsafety.gc.ca/>).

4.13 ASSIGNMENT AND SUBCONTRACTING

4.13.1 The KRG shall not encumber or assign its rights under this Agreement without the written permission of Canada and Quebec.

4.13.2 The KRG may delegate to an agent the administrative management of the NPS. For that purpose, it shall undertake a contract that details the services provided and the responsibilities and undertakings of the agent toward the KRG.

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

4.13.3 In all contracts it awards, the KRG shall, if applicable, require that each subcontractor in 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 KRG's behalf. The KRG shall, when so requested by Canada or Quebec, provide a copy of the contract with any subcontractor with which the KRG does business.

GENERAL PROVISIONS

5.1 DIRECT OR INDIRECT BENEFITS

No member of Parliament or current or former public office holder of Canada or Quebec may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with Canada's and Quebec's laws, regulations or policies, as the case may be, including, for Canada, the requirements under the *Parliament of Canada Act*, R.S.C. 1985, c. P-1, the *Conflict of Interest Act*, S.C. 2006, c. 9, or the *Values and Ethics Code for the Public Sector*.

5.2 LOBBYING

Any person lobbying on behalf of the KRG must comply with the *Lobbying Act*, R.S.C. 1985, c. 44 (4th Supp.), and the *Lobbying Transparency and Ethics Act*, CQLR, c. T-11.011.

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 Neither the KRG nor any of its members shall represent itself, in an agreement with a third party or otherwise, as being an associate, partner, agent, joint venturer or employee of Canada or Quebec as a result of this Agreement. Canada and Quebec have no responsibility for fulfillment of any obligation into which the KRG 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 KRG, and nothing in this Agreement is to be read or construed as conferring upon the KRG or its members, officers, employees, agents or contractors, the status of officer, employee, servant or agent of Canada or Quebec or the status of a person acting in partnership or joint venture with Canada or Quebec.

5.4.3 The KRG shall include in employment contracts with its employee members, special constables and civilian employees a clause stating that these employees acknowledge they are not engaged as employees or agents of Canada and/or Quebec.

5.5 INDEMNIFICATION

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

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

5.6 DISCLOSURE

5.6.1 Information gathered by the Parties in carrying out this Agreement is bound by the rights and protection contained under pertinent legislation regarding access to information and privacy law.

- 5.6.2 Canada and Quebec may make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.
- 5.6.3 The KRG authorizes Canada and Quebec to share between one another any information related to this Agreement, including any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.

FINAL PROVISIONS

6.1 ACCOUNTABILITY OF THE KRG

The KRG shall remain, at all times, accountable for the obligations and responsibilities attributed to it which are contained in this Agreement or that may arise in carrying out this Agreement and the KRG 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 written consent of the Parties. In order to be valid, any amendments to this Agreement must be made in writing and signed by the Parties.

6.4 DEFAULT

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

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

The Parties agree that any situation where, in the opinion of Canada or Quebec, the NPS is no longer able to deliver the policing services funded under this Agreement constitutes default.

6.4.2 Where there is such default, Canada or Quebec shall provide the other Parties with written notice indicating the said default and setting out their intention, to exercise the rights under paragraph 6.4.1, if the KRG does not remedy the default within 30 days.

6.4.3 Canada and Quebec shall not be considered as having waived a remedy or a right under this Agreement other than by written notice to all Parties to this effect. The fact that Canada or Quebec refrains from exercising a remedy or any right under this Agreement or other applicable law shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on Canada or Quebec shall not prevent Canada or Quebec in any way from later exercising any other remedy or right under this Agreement or other applicable law.

6.5 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 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 this delay, it shall inform the Parties that they are to be heard and allow them to make representations. Any Party

may then submit the matter to a court of competent jurisdiction unless one of the Parties chooses to terminate the Agreement in accordance with subsection 6.6.

6.6 TERMINATION

6.6.1 This Agreement may be terminated under the following conditions:

- a) by Canada or Quebec, when, as set out in paragraph 4.4.2, funding is no longer available or the appropriation has been decreased;
- b) by the KRG, as set out in paragraph 4.4.3, following a reduction of funds by Canada or Quebec, whereby the KRG can no longer fulfill its obligations under this Agreement ;
- c) by Canada or Quebec, if the KRG has not remedied default to the satisfaction of Canada or Quebec within the 30-day period as set out in paragraph 6.4.2; or
- d) at any time, by any Party, even if there is no default committed by another Party.

6.6.2 Termination shall take effect:

- a) subject to subparagraph 6.6.1 a), 30 days upon receipt of the notice that Canada or Quebec, as the case may be, informs the other Parties;
- b) subject to subparagraph 6.6.1 b), 30 days upon receipt by Canada and Quebec of a notice from the KRG to this effect;
- c) subject to subparagraph 6.6.1 c), on the date indicated in the notice provided by Canada or Quebec to this effect; or
- d) subject to subparagraph 6.6.1 d), upon expiry of 90 days following the date of receipt of a written notice to this effect to the other parties, unless all the Parties agree upon another date in writing.

6.7 OBLIGATIONS OF THE KRG IN THE EVENT OF TERMINATION OR DEFINITIVE CESSATION OF NPS'S ACTIVITIES

6.7.1 If the NPS ceases their operations definitively or this Agreement is terminated, the KRG shall:

- a) provide Canada and Quebec with a complete inventory of weapons of the NPS, including intermediate weapons;
- b) remit immediately to the SQ weapons belonging to the NPS, including intermediate weapons, as well as all documents, files, evidence and seized weapons or weapons under the control of the NPS, including intermediate weapons;
- c) ensure that weapons belonging to the NPS, including intermediate weapons, are sold to another police service or destroyed in a timely manner in accordance with the applicable statutes and regulations;
- d) sell at market value, all other material and equipment acquired with funds provided under this Agreement;
- e) pay all the amounts due for goods and services provided under this Agreement before its termination or expiry;
- f) reimburse Canada and Quebec their share of contributions paid but not spent, in proportion to their initial contributions, within 30 days following the termination or expiry of this Agreement;
- g) reimburse Canada and Quebec any other funds due to them under this Agreement in accordance with the terms and conditions covering each of these sums; and

h) conclude immediately with the police service replacing the NPS funded under this Agreement an occupancy agreement for the police facility referred to in paragraph 3.1.1, or if this police force does not require this police facility and it is funded under this Agreement or a previous agreement, sell the police facility in accordance with the terms and conditions set out in subsection 3.3.

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

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

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 3%, from the due date to the settlement date.

6.8 CARRYING OUT CERTAIN OBLIGATIONS

The obligations and the provisions set out in subsections 1.2, 1.4, 4.9, 4.10, 4.11, 4.12, 5.4, 5.5, 5.6, 6.1 and 6.7 shall 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, emailed or transmitted by fax. Any notice sent or transmitted by email or 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 business days following its mailing.

All correspondence shall be sent to the following address:

For Canada: Public Safety Canada
Indigenous Affairs Branch
First Nations and Inuit Policing Program
To the attention of the Regional Manager:
105 McGill Street, Unit 650
Montreal (Quebec) H2Y 2E7
ps.aboriginalpolice-policeautochtone.sp@ps-sp.gc.ca

For Quebec: Direction des affaires policières autochtones
Ministère de la Sécurité publique du Québec
À l'attention du directeur:
2525, boulevard Laurier
Québec (Québec) G1V 2L2
Fax: 418-646-1869
police.autochtone@misp.gouv.qc.ca

For the KRG: Kativik Regional Government
Attn: Director General
P.O. Box 9
Kuujuuaq, Quebec J0M 1C0
Fax: 819-964-2956
rbowles@krg.ca

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

6.10 DURATION OF AGREEMENT

- 6.10.1 This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from October 1, 2024 to March 31, 2029, unless it is terminated in accordance with subsection 6.6.
- 6.10.2 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31, 2023, to maintain the provisions of this Agreement, these provisions, except the subsections regarding funding in Section IV, shall remain in force until a new agreement on the provision of policing services is entered into. Nonetheless, if such a new agreement is not entered into before March 31, 2030, the provisions of this Agreement will expire.

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

FOR THE KRG,

CHAIRPERSON

Signed on

and

SECRETARY

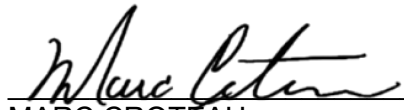
Signed on

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA,

DIRECTOR
INDIGENOUS POLICE SERVICES PROGRAMS
INDIGENOUS AFFAIRS SECTOR
PUBLIC SAFETY CANADA

Signed on

FOR THE QUEBEC GOVERNMENT,



MARC CROTEAU
SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

2025-03-20

Signed on

and

PATRICK LAHAIE
SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS AVEC LES PREMIÈRES NATIONS
ET LES INUIT

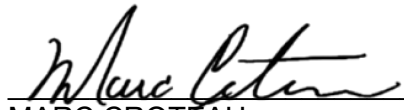
Signed on

and

JULIE BISSONNETTE
SECRÉTAIRE GÉNÉRALE ASSOCIÉE
AUX RELATIONS CANADIENNES

Signed on

FOR THE QUEBEC GOVERNMENT,

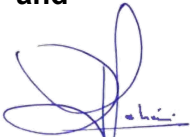


MARC CROTEAU
SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

2025-03-20

Signed on

and



PATRICK LAHAIE
SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS AVEC LES PREMIÈRES NATIONS
ET LES INUIT

24 mars 2025


Signed on

and

JULIE BISSONNETTE
SECRÉTAIRE GÉNÉRALE ASSOCIÉE
AUX RELATIONS CANADIENNES

Signed on

POUR LE GOUVERNEMENT DU QUÉBEC,



MARC CROTEAU
SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

2025-03-20

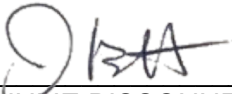
signé le

et

PATRICK LAHAIE
SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS AVEC LES PREMIÈRES NATIONS
ET LES INUIT

signé le

et



JULIE BISSONNETTE
SECRÉTAIRE GÉNÉRALE ASSOCIÉE
AUX RELATIONS CANADIENNES

25 mars 2025

signé le

**SCHEDULE A
NPS budget**

Revenues for fiscal 2024-2025

Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$34,741,639.00
Quebec Government	*\$32,069,204.00
Subtotal - Cash	\$66,810,843.00
Total government financing	\$66,810,843.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$66,810,843.00

* This amount includes the \$8,069,204 paid to the KRG at the beginning of November 2024 for the provision of police services in Nunavik.

Eligible expenses for fiscal 2024-2025

Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$2,272,444.00	\$2,097,641.00		\$4,370,085.00
Employee travel	\$2,375,251.00	\$2,192,540.00		\$4,567,791.00
Insurance	\$58,442.00	\$53,946.00		\$112,388.00
IT and communications equipment	\$1,381,664.00	\$1,275,383.00		\$2,657,047.00
Legal costs	\$30,300.00	\$27,970.00		\$58,270.00
Pay and benefits	\$21,787,251.00	\$20,111,303.00		\$41,898,554.00
Police equipment	\$633,740.00	\$584,991.00		\$1,218,731.00
Police facility costs	\$804,962.00	\$743,042.00		\$1,548,004.00
Policing infrastructure expenditures	\$137,823.00	\$127,222.00		\$265,045.00
Prisoners' keep and escorts	\$1,794,742.00	\$1,656,685.00		\$3,451,427.00
Professional fees	\$403,166.00	\$372,154.00		\$775,320.00
Rent subsidies for housing of officers	\$1,248,024.00	\$1,152,023.00		\$2,400,047.00
Training and recruitment	\$1,184,381.00	\$1,093,275.00		\$2,277,656.00
Transportation expenses and related equipment	\$629,449.00	\$581,029.00		\$1,210,478.00
Subtotal – Cash	\$34,741,639.00	\$32,069,204.00	\$0.00	\$66,810,843.00
Total Expenditure	\$34,741,639.00	\$32,069,204.00	\$0.00	\$66,810,843.00

In cash: real monetary value or income/financing received.

Revenues for fiscal 2025-2026

Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$50,637,400.00
Quebec Government	\$46,742,215.00
Subtotal - Cash	\$97,379,615.00
Total government financing	\$97,379,615.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$97,379,615.00

Eligible expenses for fiscal 2025-2026

Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$3,312,727.00	\$3,057,902.00		\$6,370,629.00
Employee travel	\$6,866,495.00	\$6,338,304.00		\$13,204,799.00
Insurance	\$61,283.00	\$56,569.00		\$117,852.00
IT and communications equipment	\$1,513,458.00	\$1,397,038.00		\$2,910,496.00
Legal costs	\$93,275.00	\$86,100.00		\$179,375.00
Pay and benefits	\$26,136,636.00	\$24,126,126.00		\$50,262,762.00
Police equipment	\$1,033,130.00	\$953,658.00		\$1,986,788.00
Police facility costs	\$1,631,717.00	\$1,506,200.00		\$3,137,917.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$278,898.00	\$257,445.00		\$536,343.00
Prisoners' keep and escorts	\$4,573,639.00	\$4,221,820.00		\$8,795,459.00
Professional fees	\$385,522.00	\$355,866.00		\$741,388.00
Rent subsidies for housing of officers	\$1,979,511.00	\$1,827,240.00		\$3,806,751.00
Training and recruitment	\$1,472,061.00	\$1,358,825.00		\$2,830,886.00
Transportation expenses and related equipment	\$1,278,248.00	\$1,179,922.00		\$2,458,170.00
Subtotal – Cash	\$50,637,400.00	\$46,742,215.00	\$0.00	\$97,379,615.00
Total Expenditures	\$50,637,400.00	\$46,742,215.00	\$0.00	\$97,379,615.00

In cash: real monetary value or income/financing received.

* For fiscal year 2025-2026, a maximum amount of \$1,902,419 is granted to cover expenses related to the 911 emergency call center

Revenues for fiscal 2026-2027

Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$57,988,262.00
Quebec Government	\$53,527,626.00
Subtotal - Cash	\$111,515,888.00
Total government financing	\$111,515,888.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$111,515,888.00

Eligible expenses for fiscal 2026-2027

Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$3,793,625.00	\$3,501,807.00		\$7,295,432.00
Employee travel	\$7,550,358.00	\$6,969,562.00		\$14,519,920.00
Insurance	\$63,428.00	\$58,549.00		\$121,977.00
IT and communications equipment	\$1,769,915.00	\$1,633,768.00		\$3,403,683.00
Legal costs	\$95,607.00	\$88,252.00		\$183,859.00
Pay and benefits	\$31,577,050.00	\$29,148,046.00		\$60,725,096.00
Police equipment	\$1,115,380.00	\$1,029,582.00		\$2,144,962.00
Police facility costs	\$1,696,986.00	\$1,566,448.00		\$3,263,434.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$287,590.00	\$265,468.00		\$553,058.00
Prisoners' keep and escorts	\$4,664,630.00	\$4,305,813.00		\$8,970,443.00
Professional fees	\$361,758.00	\$333,930.00		\$695,688.00
Rent subsidies for housing of officers	\$2,522,654.00	\$2,328,603.00		\$4,851,257.00
Training and recruitment	\$1,035,452.00	\$955,802.00		\$1,991,254.00
Transportation expenses and related equipment	\$1,433,029.00	\$1,322,796.00		\$2,755,825.00
Subtotal – Cash	\$57,988,262.00	\$53,527,626.00	\$0.00	\$111,515,888.00
Total Expenditures	\$57,988,262.00	\$53,527,626.00	\$0.00	\$111,515,888.00

In cash: real monetary value or income/financing received.

* For fiscal year 2026-2027, a maximum amount of \$2,373,010 is granted to cover expenses related to the 911 emergency call center

Revenues for fiscal 2027-2028

Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$66,082,940.00
Quebec Government	\$60,999,637.00
Subtotal - Cash	\$127,082,577.00
Total government financing	\$127,082,577.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$127,082,577.00

Eligible expenses for fiscal 2027-2028

Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$4,323,183.00	\$3,990,630.00		\$8,313,813.00
Employee travel	\$8,953,396.00	\$8,264,673.00		\$17,218,069.00
Insurance	\$65,648.00	\$60,599.00		\$126,247.00
IT and communications equipment	\$562,970.00	\$519,664.00		\$1,082,634.00
Legal costs	\$97,997.00	\$90,459.00		\$188,456.00
Pay and benefits	\$37,682,724.00	\$34,784,053.00		\$72,466,777.00
Police equipment	\$1,240,286.00	\$1,144,880.00		\$2,385,166.00
Police facility costs	\$1,764,865.00	\$1,629,106.00		\$3,393,971.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$296,555.00	\$273,743.00		\$570,298.00
Prisoners' keep and escorts	\$4,979,779.00	\$4,596,720.00		\$9,576,499.00
Professional fees	\$425,478.00	\$392,748.00		\$818,226.00
Rent subsidies for housing of officers	\$3,013,548.00	\$2,781,737.00		\$5,795,285.00
Training and recruitment	\$1,041,914.00	\$961,766.00		\$2,003,680.00
Transportation expenses and related equipment	\$1,613,797.00	\$1,489,659.00		\$3,103,456.00
Subtotal – Cash	\$66,082,940.00	\$60,999,637.00	\$0.00	\$127,082,577.00
Total Expenditures	\$66,082,940.00	\$60,999,637.00	\$0.00	\$127,082,577.00

In cash: real monetary value or income/financing received.

Revenues for fiscal 2028-2029

Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$74,400,221.00
Quebec Government	\$68,677,127.00
Subtotal - Cash	\$143,077,348.00
Total government funding	\$143,077,348.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$143,077,348.00

Eligible expenses for fiscal 2028-2029

Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$4,867,304.00	\$4,492,896.00		\$9,360,200.00
Employee travel	\$10,463,450.00	\$9,658,569.00		\$20,122,019.00
Insurance	\$67,946.00	\$62,720.00		\$130,666.00
IT and communications equipment	\$581,791.00	\$537,037.00		\$1,118,828.00
Legal costs	\$100,447.00	\$92,720.00		\$193,167.00
Pay and benefits	\$41,816,343.00	\$38,599,702.00		\$80,416,045.00
Police equipment	\$1,313,745.00	\$1,212,688.00		\$2,526,433.00
Police facility costs	\$1,835,460.00	\$1,694,270.00		\$3,529,730.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$305,803.00	\$282,279.00		\$588,082.00
Prisoners' keep and escorts	\$5,229,834.00	\$4,827,540.00		\$10,057,374.00
Professional fees	\$437,543.00	\$403,886.00		\$841,429.00
Rent subsidies for housing of officers	\$4,628,336.00	\$4,272,311.00		\$8,900,647.00
Training and recruitment	\$905,861.00	\$836,179.00		\$1,742,040.00
Transportation expenses and related equipment	\$1,825,558.00	\$1,685,130.00		\$3,510,688.00
Subtotal – Cash	\$74,400,221.00	\$68,677,127.00	\$0.00	\$143,077,348.00
Total Expenditures	\$74,400,221.00	\$68,677,127.00	\$0.00	\$143,077,348.00

In cash: real monetary value or income/financing received.

SCHEDULE B

Request and Approval Form for Reallocation of Funding

REQUEST AND APPROVAL FORM FOR CARRYOVER OF UNEXPENDED FUNDING AND REALLOCATION OF FUNDING				
Agreement title : _____	Request Date: _____			
Recipient name: _____				
Agreement start date: _____	Agreement end date: _____			
SELECT THE OBJECTIVE OF YOUR REQUEST BY CLICKING ON THE APPROPRIATE CHECKBOX BELOW :				
<input type="checkbox"/> Carryover of unexpended funding for use in the following fiscal year <input type="checkbox"/> Reallocation of funds between eligible cost categories <input type="checkbox"/> Reallocation of funds to a new eligible cost category <input type="checkbox"/> Reallocation of funds after the removal of an eligible cost category				
Revenue sources	Approved budget for 20XX-20XX	Unexpended amounts to carryover	Reallocated amounts	Forecasted budget for 20XX-20XX
Contribution of Canada				
Contribution of Quebec				
Total Revenues	\$0,00	\$0,00	\$0,00	\$0,00
% (Canada)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
% (Québec)	#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				
Policy 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
<small>* unfunded categories may be deleted</small>				
JUSTIFICATION: TO BE COMPLETED BY THE RECIPIENT ONLY				
Briefly justify the reasons for the carryover of the unexpended funding to the next fiscal year and/or the reasons for the reallocation of funding between existing eligible cost categories including the removal and/or the addition of new eligible cost category as per the FNPP Terms&Conditions:				
Submitted by: _____	Signature: _____	Date: _____		
<small>Print name and title</small>				
FOR DEPARTMENTAL USE ONLY				
Program Officer Recommendation:				
Program Officer's name: _____			Date: _____	
FOR THE QUEBEC USE ONLY				
Approved by: _____				
(APD RCM) _____				
Signature: _____				
Date: _____				
<small>Print name and Title</small>				

SCHEDULE C

Due Dates

Notice: Failure by the KRG to produce any of the documents listed below by the due date constitutes a default under paragraph 6.4.1 and entitles Quebec and Canada to suspend payment of their respective contributions.

Subsections and paragraphs	Documents to be produced by the KRG	Due Dates
2.7 and 2.8	Code of ethics and policy on criminal allegations	<ul style="list-style-type: none"> • 30 days after the effective date of the Agreement
3.2.2	Inventory of weapons available to the police force, including intermediate weapons	<ul style="list-style-type: none"> • Within 30 days of the effective date of this Agreement, if an inventory has not been delivered to Quebec and Canada prior to the signing of this Agreement by the KRG • Within four (4) months of the end of each fiscal year, as described in paragraph 4.9.1 • Upon expiration or termination of this Agreement • At Quebec's request
3.4.3	Proof of insurance	<ul style="list-style-type: none"> • Within 30 days of the effective date of the Agreement • Within 30 days of subscription renewal or modification
4.3.1	Statement of cash flows	<ul style="list-style-type: none"> • Upon signing the Agreement • April 15 of each subsequent year
4.4.4	Declaration of amounts due in Canada and Quebec	<ul style="list-style-type: none"> • Within 30 days of the effective date of the Agreement
4.9.1	Annual report on police activities	<ul style="list-style-type: none"> • July 31 of each subsequent year
4.9.2	Audited financial statements	<ul style="list-style-type: none"> • July 31 of each subsequent year
4.9.3	Updating cash flow statements	<ul style="list-style-type: none"> • Within 30 days of the end of a quarter

SCHEDULE E

Model for the Regulations on Internal Discipline

This document is intended to serve as a model internal discipline by-law to assist members of police forces in the performance of their duties, as well as to assist managers in the administration of discipline and the application of sanctions. Each community may make any changes or adaptations it deems necessary to the draft by-law presented.

CHAPTER I

SCOPE AND PURPOSE

1. These regulations apply to members of the NPS police force, including the Director, as well as to any special constable hired for this force. They impose duties and standards of conduct designed to ensure their efficiency, the quality of their service and respect for the authorities to which they report.

It also aims to maintain the discipline and ethics necessary to ensure organizational integrity and respect for human rights.

In addition, these regulations define what constitutes disciplinary misconduct, establish a disciplinary procedure, determine the powers of the disciplinary authorities and provide for sanctions.

- 1.1 For the purposes of these regulations, a special constable is deemed to be a member of the NPS.

CHAPTER II

DUTIES AND STANDARDS OF CONDUCT

2. Members must demonstrate dignity. To this end, he/she must avoid any behavior that disrespects a person, compromises the efficiency or honor of the police force, or brings it into disrepute.

In particular, it is forbidden to:

- a) use obscene or abusive language;
- b) abuse authority or engage in intimidation or harassment;
- c) use greater force than necessary to accomplish what he is enjoined or permitted to do;
- d) disrespect or discourteousness towards any person or member;
- e) unauthorized entry of a person into a police vehicle;
- f) unjustifiably associating or fraternizing with persons known to be of criminal repute;
- g) unauthorized consumption of alcoholic beverages in public while the member is on duty or, if not on duty, while in uniform;
- h) being under the influence of alcoholic beverages, narcotics, hallucinogens, narcotic or anesthetic preparations or any other substance capable of producing intoxication, impairment or disturbance of faculties or unconsciousness while the member is on duty;
- i) unauthorized storage of alcoholic beverages in a police vehicle or premises;
- j) immoderate consumption of alcoholic beverages in a public place;
- k) dress in a manner that does not comply with current guidelines during working hours;

- l) buy, sell or possess narcotics or any other product of the same nature, the sale of which is prohibited or regulated, or be involved as an intermediary in a transaction involving one of these substances, except when authorized by his superior within the scope of his duties.

3. The member must respect the rights of any person placed in his custody and avoid any complacency towards them.

In particular, it is forbidden to:

- a) be negligent in the care or supervision of a person in his custody;
- b) provide a person in his custody with alcoholic beverages, narcotics, hallucinogens, narcotic or anesthetic preparations or any other substance capable of producing intoxication, impairment or disturbance of faculties or unconsciousness;
- c) deal in any way whatsoever with any person in his custody or attempt to obtain from him any advantage or to procure for him any advantage;
- d) except in an emergency, search a person of the opposite sex;
- e) failing to search a detainee in his custody or, in the case of a detainee of the opposite sex, failing to have him searched by a person of the same sex;
- f) fail to keep safe any object taken from a person in his custody;
- g) omitting to make entries in the register of prisoners and the register of confiscated objects;
- h) interfere with communications between a person in his custody and his attorney;
- i) use greater force than necessary against a person in his custody;
- j) fail to ensure the safety and health of a person in his custody; and
- k) allow the incarceration of a young offender with an adult, or a female with a male, except as provided by law.

4. The member must only use a service weapon with caution and discretion.

In particular, it is forbidden to:

- a) failing to maintain or keep in good working order a service weapon or the ammunition entrusted to it;
- b) displaying, handling or pointing a service weapon without justification;
- c) failing to report to his superior every time he uses a service weapon in the performance of his duties;
- d) failing to take reasonable steps to prevent the loss, theft or use by a third party of a service weapon;
- e) lend or transfer a service weapon;
- f) failing to exercise due care in the use or handling of a service weapon, including unnecessarily endangering the life or safety of another person; and
- g) carry or use without authorization in the performance of his duties a firearm other than the one issued to him by the NPS.

- 5.** Members must respect the authority of the law and the courts and cooperate in the administration of justice.

In particular, it is forbidden to:

- a) contravene any law enacted by a legally constituted authority in a manner likely to jeopardize the performance of his duties;
- b) prevent or contribute to preventing justice from taking its course;
- c) withhold evidence or information for the purpose of harming or favouring any person, including an accused person, complainant or witness; and
- d) omit or unduly delay the transmission to his superior of any information concerning crimes and offences of which the member is a witness or of which he has knowledge.

- 6.** Members must obey the requests, directives and verbal or written orders of their superiors.

In particular, it is forbidden to:

- a) refusing or failing to report to the Chief Constable or his representative on his activities in the performance of his duties;
- b) refusing or failing to provide a report of activities performed while on the job as requested by a superior; and
- c) not performing assigned work or not being at the location designated by the supervisor.

- 7.** Members must perform their duties conscientiously and diligently.

In particular, it is forbidden to:

- a) refuse or incite refusal to perform its duties; and
- b) be negligent or careless in the performance of duties.

- 8.** The member must be diligent in his work.

In particular, it is forbidden to:

- a) not respecting work schedules;
- b) absence from work without permission;
- c) misrepresent or maneuver to extend leave, delay return to work or be absent from work; and
- d) exchange with another member any work or relief to which he has been assigned without his superior's permission.

- 9.** Members must perform their duties with integrity.

In particular, it is forbidden to:

- a) maliciously damage or destroy, negligently lose or unlawfully dispose of any public or private property;
- b) fail to report any destruction, loss or damage of any property for the use of the police force;
- c) use or authorize the use of any police property for personal or unauthorized purposes;

- d) lend, sell or transfer any uniform or equipment provided by the NPS;
- e) falsifying, concealing or destroying police documents, documents in the custody of the police or other official documents;
- f) present or sign any report or other writing knowing it to be false or inaccurate;
- g) claim or authorize, without proper verification, the reimbursement of expenses not incurred, the payment of hours not worked or the payment of unjustified bonuses; and
- h) fail or neglect to account for or remit within a reasonable time any money or property received as a member of the police force.

10. Members must perform their duties with impartiality and integrity, and avoid any situation involving a conflict of interest likely to compromise their impartiality in the performance of their duties or likely to adversely influence their judgment and loyalty.

In particular, it is forbidden to:

- a) directly or indirectly, engage in influence peddling or obtain or attempt to obtain a sum of money or any other advantage in exchange for any favor whatsoever;
- b) accept, solicit or demand, directly or indirectly, a sum of money, a favor or any other advantage or consideration likely to compromise his impartiality in the performance of his duties;
- c) pay, offer to pay or undertake to offer a sum of money, a favour or any other advantage or consideration to a person, whether or not a member of the police force, of such a nature as to compromise the impartiality of that person in the performance of his duties or to intercede on his behalf in order to obtain promotion, a transfer or any change in his status as a member of the police force;
- d) use information obtained in the course of his duties or as a result of his position within the police force for personal gain or advantage;
- e) recommend the services of a particular attorney to a person charged with a crime or with whom the member has been in contact in the course of his or her duties;
- f) act as surety in a case falling within the jurisdiction of a court of criminal or penal jurisdiction, except in cases where family relations with the person charged justify it;
- g) sign a letter of recommendation or other attestation knowing it to be false or inaccurate; and
- h) hold a job or engage in an activity that is incompatible with the position of police officer.

However, a member may solicit or collect money from the public through the sale of advertisements or tickets or in any other way for the benefit of a person or community organization as long as he or she does not thereby place himself or herself in a conflict of interest situation.

11. As soon as a member is in a situation of incompatibility referred to in section 117 of the *Police Act* (CQLR, chapter P-13.1) or believes he is in a situation that places or is likely to place him in a conflict of interest, compromise his impartiality or adversely affect his judgment and loyalty, he must inform his immediate superior, who will inform him of the measures he must take.

12. The member must respect his oath of office and his oath of discretion.

In particular, it is forbidden to reveal information relating to an investigation or to the activities of the police force to persons not authorized by the General Manager or his representative, in particular by transmitting documents.

13. Members must be politically neutral in the performance of their duties.

In particular, it is forbidden to:

- a) be present in uniform at a political meeting, unless on duty on the premises;
- b) be unreserved in the public expression of his political opinions; and
- c) publicly express, during an election period, his political opinions, solicit funds for a candidate in an election, a political body or a political party, or publicly endorse a candidate in an election or a political party, within the territory where the member usually performs his duties.

14. Members may not wear their uniforms, insignia or service weapons or use other effects belonging to the police force when, while they are supposed to be on duty, they are engaged in activities which are not part of their duties.

15. Any member who becomes aware of, or who has reasonable and probable grounds to believe that a disciplinary offence relating to the protection or safety of the public has been committed, must inform his or her immediate superior or the person responsible for handling complaints. This obligation does not apply to a member who is informed of such conduct in his or her capacity as a union representative.

CHAPTER III

DISCIPLINARY MISCONDUCT

16. Any breach or omission concerning a duty or standard of conduct determined by the present regulations constitutes a disciplinary fault and renders the member concerned liable to disciplinary action.

A member may be the subject of a complaint despite having been acquitted or convicted by a court of criminal or penal jurisdiction of an offence for which the facts giving rise to the charge are the same as those of the disciplinary offence of which he is accused.

17. The right to lodge a disciplinary complaint against a member shall lapse after a period of 2 years from the date of the event or, where the facts are also likely to constitute a criminal offence, from the date of knowledge by the police force authorities of the event giving rise to the complaint.

18. A disciplinary offence alleged against a member shall not give rise to more than one citation under the present by-laws and shall not be subject to more than one disciplinary sanction.

19. Nothing in this by-law shall restrict the right of the Superintendent, an Assistant Superintendent, the Disciplinary Officer or an officer to verbally communicate to a police officer at a lower level remarks or observations likely to improve his behaviour, the quality of his work, his professional conscience or to prevent the commission of any disciplinary fault. Such communication does not constitute a disciplinary sanction.

20. A member may be disciplined for a breach, notwithstanding the fact that a civil, ethical, criminal or penal complaint or action has been brought against him before any judicial or quasi-judicial body for such breach.

However, a member on whom a sanction has been imposed under Chapter I of Title IV of the *Police Act* may not receive an additional sanction under the present by-law for similar derogatory conduct on the occasion of the same event.

21. A member who incites, advises, assists or who, by his encouragement, consent, authorization or failure to act, causes or attempts to cause a member to commit a disciplinary fault or to fail to comply with an obligation incumbent upon him, commits a disciplinary fault himself.
22. Ignorance of the provisions of this by-law or of any duly published by-law, policy, order, instruction, directive, communiqué or memorandum of the community or police department shall not excuse a member who has committed a breach of such provisions.

CHAPTER IV **DISCIPLINARY PROCEEDINGS**

(RECEIVING, INVESTIGATING AND HANDLING COMPLAINTS)

23. The Director is responsible for the application of this by-law, in particular with respect to the receipt, investigation and processing of complaints and the administration of discipline.

The Director may appoint a disciplinary officer from among the department's officers.

24. Any person may lodge a complaint concerning the conduct of a member by submitting it in writing to the member's immediate superior. The complaint must be signed.
25. Any complaint against a member shall be forwarded by the person receiving it to the Director or the person responsible for discipline.
26. The complaint may also originate from the Director, in which case it is submitted for investigation to the Disciplinary Officer, where applicable, or to the KRG General Manager.
27. If the NPS Director is directly or indirectly concerned by a complaint, he must, as soon as it is received, inform the KRG General Manager, or any person designated by the KRG. The KRG will then be responsible for examining and dealing with the said complaint, and for administering discipline in accordance with the provisions of these regulations

The investigation may be entrusted to the SQ.

After investigating and examining the complaint, the General Manager, or the person designated by the KRG, will follow up and issue a written, reasoned decision, which will be sent to the manager and the complainant within 10 days.

28. The procedures provided for in the present by-law may be initiated or continued to their conclusion, even if a person refuses to lodge a complaint or if the complaint is withdrawn.
29. Any member who becomes aware of, or is informed of, any misconduct by another member of the department that may constitute a violation of this by-law, or who has reasonable and probable grounds to believe that such misconduct has occurred, shall notify the Director in writing. Such written notice constitutes a complaint for the purposes of this by-law.
30. Upon receipt of a complaint, the Director shall as soon as possible:
 - a) acknowledge receipt of the complaint and inform the complainant in writing of the review process;
 - b) inform the member in writing of the filing of a complaint against him and of the nature of the complaint, except:
 - i) if informing him would be likely to prejudice the progress of the investigation; or

ii) when it deems the complaint to be frivolous, vexatious, ill-founded or made in bad faith.

31. A member who is the subject of a complaint may not communicate in any way whatsoever with the person who made the complaint, except with the written authorization of the Director or during a necessary police intervention, and may not attempt to influence, intimidate or harass that person, directly or indirectly, as to the outcome of the complaint.
32. The Director must deal with all complaints as quickly as possible and in the strictest confidence.
33. The Director may, if he deems that the nature, seriousness or circumstances of a breach justify it, temporarily suspend a member who is the subject of a complaint from his duties or assign him to administrative duties for the duration of the investigation until a final decision is reached. He must then deal with the complaint with the utmost diligence.
34. A member under such suspension shall immediately surrender to the Director any weapon, instrument, item of equipment, police information document in his possession and any other objects required by the Director. Any failure to comply with the provisions of this article may be treated as a breach or misconduct. All such items shall be returned to the member at the end of the suspension, subject to any disciplinary sanctions that may be imposed.
35. Depending on the progress of the complaint, or upon request, the Director informs the complainant of the steps taken and the handling of the complaint.
36. The Director shall consider every complaint submitted to him and may in particular:
 - a) request additional information on the complaint;
 - b) reject the complaint if it considers it frivolous, vexatious, ill-founded or made in bad faith;
 - c) if the complaint appears to him or her to be well-founded, investigate the facts and events that led to the complaint.
37. The purpose of the investigation is to establish all the facts surrounding the situation reported. To this end, the investigator must, as far as possible, meet, interview and obtain a written statement from the persons concerned. The investigator must prepare a written report detailing all the steps taken and place in the complaint file.
38. Except in the case of an emergency and subject to article 31, the member against whom the complaint has been lodged shall, as far as possible, be interviewed by the investigator before any action is taken against him.

The purpose of this meeting is to enable the member to find out the facts of the case, and to explain and justify any misconduct.
39. The member must be notified in writing at least twenty-four (24) hours prior to such a meeting. This notice shall summarize the facts of the case.

At this meeting, the member has the right to be accompanied by a lawyer, a member of the department or any other person, with the exception of a person involved in the events complained of.
40. Following the filing of the investigation report and the examination of the complaint, the director or person in charge of discipline may, in particular:

- a) reject the complaint;
- b) take disciplinary or administrative action against the member against whom the complaint has been lodged;
- c) submit its recommendations to the appropriate authority (the KRG or the Chief of Police) for a decision on any disciplinary action to be taken against the member who is the subject of the complaint.

- 41. The final decision must be written, reasoned and signed. The Director immediately forwards a copy to the member against whom the complaint has been lodged and informs the complainant.
- 42. When a complaint against a member is dismissed, no mention of the complaint shall be noted in the member's employee file.
- 43. The Director shall submit to the KRG, no later than April 30 of each year, an annual report on his ethics and discipline activities for the department, including a summary of each complaint received and upheld during the past year, as well as the review and treatment thereof.

CHAPTER V
DISCIPLINARY SANCTIONS

- 44. The disciplinary sanction must be proportionate to the seriousness of the alleged breach, taking into account the circumstances surrounding the event, the member's general behaviour and the content of his disciplinary file.
- 45. Possible sanctions include:

Warning: Verbal notice to a member of the department intended to correct a situation or misconduct. This notice is distinct from the communication provided for in article 19 of the present by-law and must be recorded in the police officer's file.

Reprimand: Formal written notice requiring corrective action, a call for attention or caution regarding an obligation or omission in the performance of a duty.

Suspension: Temporary stoppage of work, with or without pay, for a specified period of **up to** _____. (To be determined by the KRG).

Demotion: Disciplinary measure whereby an officer is reduced to a lower rank.

Dismissal: Measure by which the employer permanently terminates the employment relationship with the member.

- 46. A gesture, act or omission reproached to a member of the department may not constitute more than one breach or fault and is not liable to more than one disciplinary sanction.

However, multiple disciplinary sanctions are possible if several gestures, acts or omissions are committed simultaneously or successively.

- 47. The disciplinary sanction decided or recommended, as well as the conditions attached to it, must be proportional to the seriousness of the misconduct committed, taking into account in particular:

- a) mitigating or aggravating circumstances surrounding the commission of the breach;
- b) the member's disciplinary record;
- c) the position held by the member concerned; or
- d) damage to the Service's image or to the administration of justice and its consequences.

48. In particular, any fault may constitute a **major fault**:

- a) likely to constitute a criminal offence;
- b) involving death or serious injury to any person;
- c) affecting the protection of the rights or safety of the public;
- d) is likely to compromise public confidence in members of the police force or affect the image of the NPS;
- e) jeopardizing the bond of trust between the police officer concerned and his employer;
- f) may jeopardize the efficiency or quality of the service;
- g) which, in the opinion of the Director, should be dealt with according to the procedure applicable to a major fault.

It may also constitute a major fault;

- i) any minor offence that is a repeat offence for which a correction notice or reprimand has already been issued in application of the present by-law in the twenty-four (24) months preceding the commission of the offence in question; or
- ii) any minor misconduct - whether or not it constitutes a repeat offence - that is the result of two (2) disciplinary measures recorded in the police officer's personal file during the twenty-four (24) months preceding the event giving rise to the complaint being processed.

Any fault that does not qualify as a major fault as described above constitutes a minor fault.

49. In addition to deciding or recommending the disciplinary sanction to be imposed on the member, the Chief Constable may also impose certain conditions to be complied with, including reimbursement for damages caused, the imposition of certain restrictions on his duties and, where provided for in the *Police Act*, a fine.

50. The Superintendent of Police may require the member to undergo a medical examination or any other assessment of his abilities, when he has reasonable grounds to believe that such an examination is necessary. He may also require the member to undertake a training program or specific measures to upgrade his knowledge.

51. Failure or refusal to comply with these conditions shall constitute a disciplinary offence.

52. The Director, where applicable, shall determine the terms and conditions of any suspension with or without pay, in particular as regards its continuous or discontinuous nature and the dates of such suspension.

At the written request of a member who has been suspended without pay, the Director may recommend to the community authorities that the number of days during which the member would be deprived of pay be reduced, in whole or in part, by the member's annual vacation

and, in whole or in part, by the member's future statutory vacations at the rate of one per week.

- 53.** Any disciplinary sanction imposed by the Director is immediately enforceable, except in the case of dismissal of the member. In such cases, the disciplinary sanction imposed by the Director is subject to approval by the KRG, which must give its decision as soon as possible.

The KRG's decision to impose a sanction is communicated in writing to the member concerned. A copy is also sent to the member's manager and immediate superior, where applicable.

- 54.** When the disciplinary sanction recommended by the Director is dismissal, the member is immediately suspended until the final decision of the KRG.

- 55.** In accordance with section 119 of the *Police Act*;

The KRG must automatically remove any member who has been found guilty, in any place and by a judgment that has become *res judicata*, of an act or omission referred to in paragraph 3 of the first paragraph of section 115 of the *Police Act*, prosecutable only by way of indictment.

The KRG must impose a disciplinary sanction of dismissal on any police officer or special constable who has been found guilty, in any place and by a judgment having the force of *res judicata*, of an act or omission prosecutable either on summary conviction or by way of indictment, unless the police officer demonstrates that there are special circumstances justifying another sanction.

CHAPTER VI

DISCIPLINE ADMINISTRATION

- 56.** Disciplinary sanctions must take into account the individual, the context and the particular circumstances of each case.

- 57.** In addition to the sanctions described in article 51, the Director may, if he deems it in the interest of the service or the member, order that the sanctioned member comply with reasonable conditions in order to ensure his good conduct and prevent the repetition of disciplinary faults.

- 58.** Any disciplinary measure imposed shall be noted in the personnel file of the member concerned.

- 59.** A member on whom a disciplinary sanction other than dismissal has been imposed may, after three (3) years in the case of a disciplinary suspension without pay or demotion, and after two (2) years in the case of a warning or reprimand, apply in writing to the Director to have the sanction removed.

If the Director grants the request for removal, no mention of the disciplinary sanction remains in the member's personal file.

- 60.** No disciplinary sanction may be imposed on a member after two (2) years have elapsed since the commission of the disciplinary offence in question, except in the event that the offence also constitutes a criminal act punishable by indictment.

- 61.** The Director may, at the request of a party, order a reopening of an investigation to be held by himself or a designated officer according to the qualification of the fault, when one or more of the following circumstances occur:

- a) when the processing of the complaint has been vitiated by an irregularity, insofar as this irregularity has caused the member concerned, through no fault of his own, serious prejudice;
- b) when a party asserts new facts which, had they been known in good time, could have justified a different decision; or
- c) to correct any material error which may have caused serious prejudice to the member concerned.

CHAPTER IX
FINAL MEASURES

- 62.** Nothing in these By-laws shall be construed to restrict the authority of the Director or a superior, subject to subsequent ratification by the Director and, where applicable, the KRG, to provisionally relieve with or without pay, or assign to other duties, a member suspected of having committed a disciplinary offence, including a criminal or penal offence, where he is of the opinion that it is necessary to do so for the purpose of safeguarding the legitimate interests of the NPS including, in particular, its efficiency or credibility.
- 63.** The provisions of this by-law may not be interpreted as limiting the KRG's power to take administrative measures against a police officer when required.
- 64.** For the interpretation of the present by-law, a working day includes twenty-four (24) hours of work.
- 65.** This by-law shall not be construed as affecting any collective agreement between the KRG and the union representing NPS members.

These regulations come into force on the date of their adoption by the KRG

SCHEDULE F

Model provisions applicable to criminal allegations

This grid, inspired by the one used by the SQ, can serve as a reference tool for managers whose police force member is the subject of criminal allegations.

SITUATIONS		OPTIONS					ADDITIONAL NOTES
		F.H.	A.T.	P.T.	D.T.	S.T.	
SURVEY		x	x	x			
ACCUSATION	Infractions** and statutory laws	x	x	x			
	Criminal acts and mixed offences	* Possibly related to the performance of duties or to peace officer status	x	x	x		
	Criminal acts and mixed offences prosecuted as criminal acts	Not related to the performance of duties				x	*** Reimbursement of half salary if paid
VERDICT	Criminal guilt						x
	Guilty of an offence or statutory law		x	x	x		
	Acquittal		x	x	x		
IMPRISONMENT	After the appearance until the verdict, as long as there is detention						x
	After sentencing, as long as there is detention						x
Crown seeks appeal after acquittal		x	x	x			

Note: This grid applies to all members, including sick members.

Caption: F.H.: Standard functions
A.T.: Temporary assignment
P.T.: Full salary
D.T.: Half treatment
S.T.: No treatment

* The expression "possibly related to the performance of his duties or to his status as a peace officer" does not apply to a crime committed under circumstances such that it is unreasonable to claim that the act in question could be related to police duties or to the status of peace officer.

** In the case of a criminal offence unrelated to the performance of duties, full salary is replaced by half salary after twelve (12) months from the laying of charges, if the trial has not commenced by that date. If the trial has not begun following a request for postponement from the Deputy Attorney General, this twelve (12) month period is extended by a period equal to the number of days between the scheduled trial date

and the date on which the trial is postponed. Where applicable, half salary is reimbursed if the member is acquitted.

*** A member charged with an indictable offence is also reimbursed half salary if convicted on a charge amended to summary conviction.

SCHEDULE G

“Ordinance no. 95-2 concerning the establishment of a regional police force

KATIVIK REGIONAL GOVERNMENT

Ordinance no. 95-02

Concerning the establishment of a Regional Police Force

WHEREAS pursuant to paragraph 21.0.1 of the *James Bay and Northern Québec Agreement* (JBNQA), the Kativik Regional Government (KRG) is authorized to establish by ordinance and maintain a Regional Police Force in the territory under its jurisdiction;

WHEREAS pursuant to Section 369 of an *Act respecting Northern villages and the Kativik Regional Government* (R.S.Q. c. V-6.1) (hereafter the *Kativik Act*), the Regional Government is authorized to establish by ordinance and maintain a Regional Police Force;

WHEREAS the Kativik Regional Council deems advisable to establish a Regional Police Force.

The following is therefore enacted and decreed:

1. The preamble is an integral part of this ordinance.
2. In this ordinance, unless the context indicates otherwise:
 - a) “Council” means the Council of the Kativik Regional Government;
 - b) “Executive Committee” means the Executive Committee contemplated in Section 276 of the *Kativik Act*.
3. A regional police force is hereby created under the name of the Kativik Regional Police Force (KRPFF).

It shall be the duty of the KRPFF and each of its members, under the authority of its Chief, to maintain peace, order and public safety in the region, to prevent crime and infringements of the ordinances and by-laws of the KRG and the by-laws of the municipal corporations in the region and the laws of Canada and Quebec.
4. The KRPFF shall consist of a Chief and Assistant-Chief, police officers and any other employees as necessary. Subject to this ordinance, the personnel of the KRPFF shall discharge their duties under the authority of the Chief.
5. The Minister of Public Security shall appoint the Chief of the police force upon the recommendations of the Regional Government.

The Chief shall be appointed for a term not exceeding three years; his term may be renewed.

Notwithstanding the completion of his term, the Chief shall remain in office until his reappointment or replacement.

6. The Chief of the regional police force is in charge of the management of the KRPF and the organization and conduct of its police operations. He shall be under the authority of the Manager of the KRG according to the provisions of Section 303 paragraph (g) of the Kativik Act. However, the said Manager shall have no authority in any matter concerning a police inquiry.
7. The Chief of the KRPF shall :
 - (1) submit to the Executive Committee, at such times as it may fix but at least every other month, a report of the operations of the KRPF, in the form and on the terms and conditions determined by the Executive Committee;
 - (2) supply the Executive Committee with any information necessary for the discharge of the functions of the KRPF;
 - (3) submit to the Executive Committee any detailed report on criminal activities or on conditions that are disturbing to order, peace and public safety;
 - (4) prepare the annual budget of the KRPF.
8. The conditions of employment of the Chief, the police officers and other employees of the KRPF, shall be established in accordance with Section 302 of the Kativik Act.
9. This ordinance shall come into effect on the date of its publication.

IN FAVOUR:	13
OPPOSED:	0
ABSENTEES:	3
DATE OF ADOPTION:	May 30, 1995
DATE OF PUBLICATION:	
SPEAKER'S SIGNATURE:	Simiunie Sivuarapik
SECRETARY'S SIGNATURE:	Malee Saunders



SCHEDULE H

Policing services

In addition to the police services described in subparagraphs a) to c) of paragraph 2.2.2, the NPS must provide the following services:

Description of activities
Policing
Patrol
Answering calls
Transport of remand prisoners (1)
Crime scene protection
Hostage-taking or active shooter (containment capability)
Investigations
Sexual assault (2)
Assault
Robbery
Breaking and entering
Fire (3)
Vehicle theft
Drugs, alcohol and tobacco (4)
Fraud (5)
Theft and receiving stolen goods
Offence-related property
Vehicle accident
Mischief
Dangerous driving and impaired driving
Hit and run
Deaths (6)
Disappearances
Support services
Crime analysis
Fingerprinting and crime scene photography
Criminal intelligence
Violent crime linkage analysis system (ViCLAS)
Detention (1)
Custody of exhibits
Court liaison
Taking a bodily substance for genetic analysis
Managing mandates and locating individuals
Police file management
Public Affairs
Power supply and interrogation of the Centre de renseignements policiers du Québec (CRPQ)
Internal affairs
Telecommunications
Technical equipment and instructor (firearms)
Breathalyzer technician

- (1) The terms and conditions governing the police services to be provided by the NPS in connection with the transportation of accused persons and detention remain under discussion between the KRG and the Government of Quebec. The NPS is committed to providing the same services as at present, pending the outcome of these discussions.
- (2) Not involving aggravated acts, weapons or minors (Bill C-15 requirements).
- (3) No death, no arson.
- (4) Possession and local traffic only following NPS information.
- (5) Cheques only.
- (6) If not suspect.

Note 1: Each police force is responsible for the people, exhibits and other matters related to its own investigation.

Note 2: Search and rescue and emergency plans will be the subject of a protocol to be signed with the SQ.

SCHEDULE I

Annual report on NPS activities

The annual activity report of NPS according to paragraph 4.9.1 must include, but not be limited to:

- A description of NPS civilian and police personnel, including an organization chart;
- NPS Hiring and training activities;
- Statistical data on offences handled by NPS;
- Activities and programs delivered by NPS or in which it is involved, such as school visits, drug education, crime prevention, etc.;
- An inventory of vehicles;
- A description of police facilities, their condition and any improvements or work carried out during the past year;
- Statistical data on complaints from the public in regards to NPS, including the nature of these complaints;
- Complete inventory of weapons, including intermediary weapons.

**AGREEMENT ON THE PROVISION OF POLICING SERVICES
IN THE KATIVIK REGION
for the period from
OCTOBER 1, 2024 to MARCH 31, 2029**

**AGREEMENT ON THE PROVISION OF POLICING SERVICES
IN THE KATIVIK REGION
for the period from October 1, 2024 to March 31, 2029**

BETWEEN:

KATIVIK REGIONAL GOVERNMENT,
represented by its chairperson and its secretary

(hereinafter the "KRG")

AND:

HIS MAJESTY THE KING IN RIGHT OF CANADA,
represented by the Minister of Public Safety and
Emergency Preparedness

(hereinafter "Canada")

AND:

THE GOVERNMENT OF QUEBEC,

represented by the Minister of Public Security, the
Minister responsible for Relations with the First
Nations and the Inuit, and the Minister responsible
for Canadian Relations, acting respectively
through the Deputy Minister of Public Security,
the Associate Secretary General for Relations with
the First Nations and the Inuit, and the Associate
Secretary General for Canadian Relations.

(hereinafter "Quebec")

(hereinafter collectively referred to as the "Parties")

WHEREAS the Parties agree on the importance for the KRG, a legal person established in the public interest under the *Act Respecting Northern Villages and the Kativik Regional Government*, CQLR, chapter V-6.1 (hereinafter the "Kativik Act"), to provide policing services that are professional, dedicated and adapted to the needs and culture of the population of the Kativik region in accordance with the James Bay and Northern Quebec Agreement (hereinafter the "JBNQA") and applicable statutes and regulations;

WHEREAS the Nunavik Police Service (hereinafter "NPS") was established pursuant to section 21 of the James Bay and Northern Quebec Agreement and Division IV of Chapter II of Title V of Part II of the Kativik Act;

WHEREAS the KRG is a municipality within the meaning of the *Police Act*, CQLR, chapter P-13.1, and the NPS and its members are governed by this Act;

WHEREAS, in accordance with their respective jurisdictions, Canada and Quebec wish to provide financial support for the expenses incurred by the KRG to maintain policing services for the population of the Kativik region;

WHEREAS Canada provides its share of the financial contribution provided for in this Agreement in accordance with the First Nations and Inuit Policing Program (FNIPP) and in compliance with the policies and terms and conditions thereof; and

WHEREAS the NPS is a police force for the purposes of the *Police Act* and the KRG has adopted Ordinance No. 95-2 under section 369 of the *Kativik Act* to establish and maintain the NPS, which has been approved by the Quebec Minister of Public Security.

THEREFORE, the Parties agree as follows:

INTERPRETATION PROVISIONS

1.1 CONTENT OF THE AGREEMENT

The preamble and the following schedules form part of this Agreement:

- Schedule A – NPS Budget
- Schedule C – Due Dates;
- Schedule H – Police Tasks; and
- Schedule I – Annual Report of NPS activities.

This Agreement constitutes the entire agreement between the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings.

The following schedules are attached for information only:

- Schedule B – Request and Approval Form Reallocation of Funding;
- Schedule D – Cash Flow Statement;
- Schedule E – Regulation on Internal Discipline;
- Schedule F – Model for Provisions Applicable to Criminal Allegation Cases; and
- Schedule G – Ordinance No. 95-02 concerning the establishment of a Regional Police Force.

1.2 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws applicable in Quebec.

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

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

1.4 LEGAL SCOPE OF THIS AGREEMENT

- 1.4.1 This Agreement shall not be construed as creating, recognizing, defining, denying or otherwise affecting any Aboriginal or treaty rights recognized and affirmed under section 35 of the *Constitution Act, 1982*, that may be held by the KRG. Furthermore, this Agreement is not a treaty or an agreement within the meaning of sections 25 and 35 of that Act.
- 1.4.2 This Agreement shall not have the effect of amending the JBNQA and, without limiting the generality of the foregoing, nothing in this Agreement shall be considered to be a complementary agreement within the meaning of section 4 of the *James Bay and Northern Quebec Native Claims Settlement Act, SC 1976-77, c. 32*, and section 3 of the *Act approving the Agreement Concerning James Bay and Northern Québec, CQLR, chapter C-67*.
- 1.4.3 This Agreement shall not serve to create a partnership, an association, a joint venture, or an employer-employee or agency relationship between the Parties.
- 1.4.4 This Agreement shall not affect the KRG's ability to obtain additional funding for the provision of policing services by the NPS should the FNIPP be enhanced.
- 1.4.5 The territory covered by this Agreement is as follows:

The territory covered by this Agreement, as defined in paragraph v of section 2 of the *Kativik Act*, is all the territory of Quebec located north of the fifty-fifth parallel, excluding the Category IA and IB lands intended for the Cree community of Great Whale River and designated as such under the *Act respecting the land regime in the James Bay and New Québec territories, CQLR, chapter R-13.1*, and excluding the IA-N lands intended for the Naskapi community of Kawawachikamach under the *Act respecting Cree, Inuit and Naskapi Native persons, CQLR, chapter A-33.1*.

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

The description of the territory applies strictly to this Agreement and is without prejudice to the respective positions of the KRG, Canada and Quebec with regard to the territorial boundaries of the communities represented by the KRG.

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

1.5 PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish a contribution by Canada and Quebec for the funding of the policing services provided by the NPS in the Kativik region in accordance with the *Police Act* and the *Kativik Act*.

PROVISION OF POLICING SERVICES

2.1 ESTABLISHMENT AND ADMINISTRATION OF THE POLICE FORCE

- 2.1.1 The NPS is made up of each of its members, who are police officers within the meaning of section 374 of the *Kativik Act* and within the meaning of the *Police Act*, sworn in under Schedules A and B of the latter, or special constables, appointed and sworn in under sections 107 or 108 of the *Police Act*.

As of fiscal year 2024–2025, the associated financial contribution from Canada and Quebec is based on a workforce of 169 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2025–2026, the contribution will be based on a workforce of 208 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2026–2027, the contribution will be based on a workforce of 235 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2027–2028, the contribution will be based on a workforce of 255 police officers (full-time equivalent positions), including the director of the NPS.

As of fiscal year 2028–2029, the contribution will be based on a workforce of 269 police officers (full-time equivalent positions), including the director of the NPS.

The NPS is assisted by the required support staff in its work.

- 2.1.2 The KRG is responsible for the administration and organization of the NPS. It is the employer of the special constables, the members of the NPS, including its director, and its support staff and is responsible for their appointment, except for the director, who is appointed by the Quebec Minister of Public Security. The KRG draws up employment contracts, including paragraph 5.4.2 of this Agreement.
- 2.1.3 The KRG may establish internal policies and procedures to administer the NPS.

2.2 MISSION AND RESPONSIBILITIES OF THE NPS

- 2.2.1 In accordance with section 371 of the *Kativik Act* and with the *Police Act*, the mission of the NPS and each of its members and special constables is to maintain peace, order and public security, to prevent and repress crime and offences under the laws and by-laws of the KRG and the municipalities of the Territory, and to apprehend offenders.

- 2.2.2 For the purposes of providing policing services within the territory described in paragraph 1.4.5 and in accordance with the principles set out in section 48, paragraph 2, of the *Police Act*, the NPS is responsible for:

- a) ensuring a police presence that makes it possible to respond to requests for assistance within a reasonable time;
- b) conducting investigations, including securing the crime scene, identifying the complainant and witnesses, taking statements, gathering clues and evidence, arresting the suspect if possible, issuing statements of offence and making follow-up court appearances; and
- c) implementing crime prevention measures and programs.

More specifically, the NPS must also provide the policing services listed in Schedule H to this Agreement.

- 2.2.3 In accordance with section 48, paragraph 3, of the *Police Act*, when conducting police investigations and interventions, the NPS and each of its members and special constables act with full independence, free of any interference. In this respect, the KRG, its employees and any body established by the KRG are prohibited from attempting to interfere with or give instructions, directly or indirectly, to members of the NPS, including its director, and special constables.

- 2.2.4 The Parties recognize that effective policing services require mutual assistance and operational cooperation between the various police authorities that operate in Quebec in accordance with the applicable laws and regulations and their respective mandates.
- 2.2.5 This Agreement does not aim to change the mandate of the Royal Canadian Mounted Police (RCMP), the Sûreté du Québec (SQ) or any other police force with the jurisdiction to prevent and repress offences against the law throughout Quebec under the applicable legislation.

2.3 CONDITIONS OF EMPLOYMENT AND REQUIRED QUALIFICATIONS

- 2.3.1 In selecting members of the NPS and special constables, the KRG shall ensure that candidates meet the requirements set out in the laws applicable in Quebec, subject to the JBNQA.

The KRG shall hire members of the NPS in accordance with the standards set out in section 115 of the *Police Act* and any regulations made under section 116 of that Act.

If a candidate holds a basic training diploma in police patrolling from an establishment other than the École nationale de police du Québec (ENPQ), the KRG shall ensure, before hiring, that the candidate submits an attestation of equivalence recognized by the ENPQ pursuant to section 15 of the *By-law to establish the Training Plan Regulation of the École nationale de police du Québec*, CQLR, chapter P-13.1, r. 4.

- 2.3.2 A candidate whom the KRG intends to recommend to the Minister for the position of director of police must, in addition to meeting the conditions of employment and required qualifications, have relevant experience in managing a police force, subject to the JBNQA. The KRG shall give preference to candidates who have a university degree or a certificate in police management awarded or recognized by the ENPQ or, failing that, shall ensure that the candidate obtain such a degree or certificate within a reasonable time
- 2.3.3 In exceptional circumstances, where there is a shortage of candidates who meet the requirements set out in paragraphs 2.3.1 and 2.3.2, the KRG may hire special constables who, in addition to meeting the conditions set out in subparagraphs 1 to 3 of section 115, paragraph 1, of the *Police Act*, meet at least the following criteria:
- a) are 18 years of age or older at the time of hiring;
 - b) hold a valid Class 4-A driver's license to drive an emergency motor vehicle; and
 - c) have completed use-of-force training.
- 2.3.4 In selecting a police investigator, the KRG shall ensure that the candidate meets the conditions of employment and qualifications set out in paragraph 2.3.1 of this Agreement and that he has successfully completed police investigator training provided or recognized by the ENPQ, or that he meets the conditions set out in section 2 of the *Regulation respecting the minimum qualifications required to exercise investigative functions within a police force*, CQLR, chapter P-13.1, r. 3.
- 2.3.5 The KRG shall ensure that the members of the NPS's support staff are of good character and have the qualifications required to perform their duties.

2.4 SWEARING-IN

- 2.4.1 The director of the NPS shall take the oaths prescribed in Schedules A and B of the *Police Act* before the Minister of Public Security of Quebec in accordance with section 373 of the *Kativik Act*.

Other members of the NPS and special constables appointed under section 108 of the *Police Act* shall take these oaths before the director, a regional councillor of the KRG Council or a member of the executive committee, in accordance with section 374 of the *Kativik Act*.

- 2.4.2 Special constables appointed by the Quebec Minister of Public Security under section 107 of the *Police Act* shall, in accordance with this provision, take the oaths prescribed in Schedules A and B of that Act before a judge of the Court of Quebec.

2.5 REGISTER OF MEMBERS OF THE NPS

- 2.5.1 The KRG shall keep a register of members of the NPS and a register of special constables, which must include the following information:
- a) swearing-in date;
 - b) employment start date (and end date if applicable);
 - c) nature of employment (position, full-time, part-time [number of hours]);
 - d) class 4-A driver's licence number and expiry date;
 - e) diploma(s) and/or equivalence(s) recognized by the ENPQ and date(s) obtained;
 - f) title(s) of professional firearms certification(s) and recertification(s) and date(s) obtained;
 - g) title(s) of professional pepper spray certification(s) and recertification(s) and date(s) obtained;
 - h) title(s) of professional conductive energy device certification(s) and recertification(s) and date(s) obtained; and
 - i) title(s) of any other relevant certification(s) involving intermediate weapons, including extendable baton, and date(s) obtained.
- 2.5.2 For each member of the NPS and special constables, all supporting documents shall be kept in a personal file under lock and key, and a copy of each file must be sent to the Quebec Department of Public Security upon request.

2.6 ETHICS AND INTERNAL DISCIPLINE

- 2.6.1 It is understood that all members of the NPS, as well as all special constables, are subject to the *Code of ethics of Québec police officers*, CQLR, chapter P-13.1, r. 1.
- 2.6.2 In accordance with sections 256 and 258 of the *Police Act*, the KRG shall make a by-law concerning the internal discipline of the members of the NPS and the special constables (Schedule E). The KRG shall promptly transmit any amendments it makes to Canada and Quebec.
- 2.6.3 In the event of a complaint against the director, the KRG is responsible for applying the disciplinary procedure set out in the by-law and, where appropriate, imposing sanctions.

2.7 CRIMINAL ALLEGATIONS

- 2.7.1 The KRG shall establish provisions, based on an internal policy, employment contract or collective agreement, to be applied in cases of criminal allegations made against members of the NPS and shall include the circumstances for applying the various measures apply.
- 2.7.2 The KRG may follow the model provisions applicable to criminal allegations proposed in Schedule F – Model for Provisions Applicable to Criminal Allegation Cases.

Within 30 days of the coming into force of this Agreement, the KRG shall send a copy of these provisions to Canada and Quebec and shall promptly send any amendments thereto.

Should the KRG fail to adopt and transmit its own provisions applicable in the event of criminal allegations within the prescribed time, the KRG shall be deemed to have adopted

those proposed in Schedule F – Model for Provisions Applicable to Criminal Allegation Cases.

2.8 RESPONSIBILITIES OF THE DIRECTOR OF THE NPS

- 2.8.1 Without restricting the scope of the director's obligations under the *Police Act*, the director of the NPS is responsible for directing the NPS in accordance with the efficient police management procedures already in place. The director's duties include:
- a) assisting the KRG in managing the NPS and its support staff, and ensuring that policies and procedures established by the KRG are being respected;
 - b) managing the operations of the NPS and its support staff, and coordinating police operations. To this end, the director also has the authority to enter into operational protocols with any other police force;
 - c) ensuring compliance with the *Code of ethics of Québec police officers*, the internal discipline by-law and the provisions applicable to criminal allegation cases;
 - d) ensuring that the materials and equipment made available to the NPS are used solely for the provision of policing services;
 - e) providing the Quebec Minister of Public Security with a copy of the continuous training plan that must be drawn up in accordance with sections 3 to 5 of the *Police Act* and, pursuant to section 6, be forwarded to the ENPQ not later than April 1 of each year, and providing Canada with a general follow-up of this plan;
 - f) reporting to the KRG on disciplinary files and the operations and administration of the NPS, including public complaints; and
 - g) on request, providing Canada and Quebec with an up-to-date police organization plan establishing, among other things, that the NPS is providing the policing services listed in Schedule H – Police Services.
- 2.8.2 The director of the NPS shall adopt operational guidelines in accordance with the *Guide de pratiques policières* (Guide to Police Practices) provided to police forces by the Quebec Minister of Public Security in accordance with section 304 of the *Police Act* and may adapt them to the cultural and local realities of the population of the Kativik region in accordance with applicable statutes and regulations.
- 2.8.3 The director of the NPS shall ensure that the members of the NPS and the special constables comply with the applicable law and hold the required professional certifications and recertifications for firearms, including conductive energy devices and intermediate weapons, and chemical agents such as pepper spray.
- 2.8.4 The director of the NPS shall ensure that the relevant information is registered with the Centre de renseignements policiers du Québec (CRPQ) in accordance with the procedure agreed upon with the SQ.

2.9 REDUCTION IN PAY OR DISMISSAL OF THE DIRECTOR

The KRG may, for cause, by resolution duly adopted to this effect, reduce the pay of the director of the NPS or recommend to the Quebec Minister of Public Security that the director of the NPS be dismissed.

FACILITY AND EQUIPMENT

3.1 POLICE FACILITY

- 3.1.1 The KRG shall provide the NPS with the facility required for the provision of policing services.
- 3.1.2 The KRG shall ensure that the facility referred to in paragraph 3.1.1 complies with the applicable fire safety and occupational health and safety standards.
- 3.1.3 The KRG is solely responsible for ensuring that this facility meets applicable fire safety and occupational health and safety standards. Neither Canada nor Quebec may be held responsible by the KRG for a breach of the KRG's obligations to provide a facility that meets these standards and a failure to inform the KRG's insurer of any risks associated with the facility and to correct any deficiencies.
- 3.1.4 The KRG acknowledges that subsection 3.1 does not constitute a commitment by Canada and Quebec to fund the corrective actions required to remedy the deficiencies in the police facility. The KRG may, however, rework the NPS's budget set out in Schedule A – NPS Budget, as permitted under Section IV of the Agreement, on the condition that these costs are eligible costs.
- 3.1.5 If rent is charged by a third party for the facility occupied by the NPS, it may 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. On request, the KRG shall provide Canada and Quebec with an attestation from a member of the Ordre des évaluateurs agréés du Québec or any other professional confirming the rental value of the rented facility and that the rent to be charged is reasonable with regard to the local market.

3.2 MATERIAL AND EQUIPMENT

- 3.2.1 The KRG, further to recommendations from the director of the NPS, shall supply the material and equipment needed to provide policing services with the funds provided by Canada and Quebec. Weapons must be acquired in accordance with applicable laws and regulations.
- 3.2.2 The KRG shall provide Canada and Quebec with a complete inventory of weapons of the NPS, including intermediate weapons:
 - a) within 30 days of the effective date of this Agreement, if, before signing this Agreement, the KRG did not provide Canada and Quebec with a complete inventory;
 - b) within 4 months of the end of each fiscal year, as described in paragraph 4.9.1;
 - c) upon expiration or termination of this Agreement; and
 - d) without delay, upon request from Quebec.

3.3 DISPOSAL OF MATERIAL AND EQUIPMENT

- 3.3.1 The KRG is responsible for maintaining the NPS's material and equipment.
- 3.3.2 The KRG shall replace the NPS's material and equipment if such replacement is less costly than maintaining the material or equipment or is necessary because of wear and tear or obsolescence.
- 3.3.3 During the term of this Agreement, the KRG may sell NPS material and equipment at market value.

The proceeds of such sales, should they exceed \$5,000, shall be credited to Canada and Quebec in proportion to their initial contributions as set out in paragraph 4.2.2. The net proceeds of sale shall exclude any amortization costs. The amount owed to Canada and Quebec may be reimbursed to them by:

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

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

- c) notwithstanding the foregoing, Canada and Quebec may, jointly and in writing, agree that the KRG keep to the net proceeds of a sale referred to in this paragraph to acquire material and equipment needed for the provision of policing services.
- 3.3.4 When the Agreement ends or is terminated, the KRG shall dispose of the NPS's material and equipment in accordance with subsection 6.7.

3.4 INSURANCE

- 3.4.1 The KRG shall contract and maintain a comprehensive general liability insurance covering the facilities required for the provision of policing services, the activities of the NPS, its officials, members, constables and other employees and agents assigned to policing activities, including the activities of the KRG under this Agreement.

This insurance shall provide coverage of no less than \$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 contractual liability, the policy shall also contain a cross liability clause. It shall provide Canada and Quebec with similar coverage and protection to that offered to other insured parties and beneficiaries.

- 3.4.2 The KRG shall contract and maintain insurance coverage of no less than \$2,000,000 for motor vehicles owned by, used by or registered to the NPS.
- 3.4.3 The KRG shall provide Canada and Quebec with proof of insurance (copy of insurance certificate) within 30 days of the effective date of this Agreement and, thereafter, within 30 days of any renewal or amendment of the insurance.
- 3.4.4 The KRG shall notify Canada and Quebec without delay if the insurer terminates or amends the insurance.

FUNDING OF POLICING SERVICES

4.1 INFORMATION TO THE PUBLIC

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

4.2 FUNDING AMOUNT AND BUDGET

- 4.2.1 The maximum amount of the policing service costs funded by Canada and Quebec 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 set out in Schedule A - NPS Budget, of this Agreement, at:
 - \$66,810,843 for fiscal year 2024–2025;
 - \$97,379,615 for fiscal year 2025–2026;
 - \$111,515,888 for fiscal year 2026–2027, of which a maximum of \$40,000 is earmarked to cover expenses related to membership and participation in a Quebec association that represents the interests of Indigenous police forces, among others;
 - \$127,082,577 for fiscal year 2027–2028, of which a maximum of \$40,000 is earmarked to cover expenses related to membership and participation in a Quebec association that represents the interests of Indigenous police forces; and
 - \$143,077,348 for fiscal year 2028–2029, of which a maximum amount of \$40,000 is earmarked to cover expenses related to membership and participation in a Quebec association that represents the interests of Indigenous police forces;
- totalling \$545,866,271 for the Agreement as a whole.
- 4.2.2 The annual contributions of Canada and Quebec shall be established for each fiscal year in accordance with the following ratio: 52% for Canada and 48% for Quebec.

For each fiscal year, the respective contributions of Canada and Quebec shall be:

- a) For fiscal year 2024–2025:
 - \$34,741,639 for Canada
 - \$32,069,204 for Quebec
- b) For fiscal year 2025–2026:
 - \$50,637,400 for Canada
 - \$46,742,215 for Quebec
- c) For fiscal year 2026–2027:
 - \$57,988,262 for Canada, of which a maximum of \$20,800 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
 - \$53,527,626 for Quebec, of which a maximum of \$19,200 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
- d) For fiscal year 2027–2028:

\$66,082,940 for Canada, of which a maximum of \$20,800 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
\$60,999,637 for Quebec, of which a maximum of \$19,200 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces

- e) For fiscal year 2028–2029:
\$74,400,221 for Canada, of which a maximum of \$20,800 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces
\$68,677,127 for Quebec, of which a maximum of \$19,200 is earmarked to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces

- 4.2.3 The KRG shall respect the budget set out in Schedule A - NPS Budget. However, it may reallocate sums between eligible budget items if the reallocation is explained and recorded in the “Comments” section of Schedule D – Cash Flow Statement, as well as in the audited annual financial statements provided for in paragraph 4.9.2. This excludes the amounts relating to specific expenses associated with membership and participation in a Quebec police association that represents the interests of Indigenous police forces, of which Quebec’s funding portion cannot be reallocated to other budget items, and for which the terms and conditions for Canada’s funding are set out in paragraph 4.5.4.

Despite any reallocations, the maximum amount of funding shall remain the same as set out in paragraph 4.2.1.

- 4.2.4 If the budget reallocation requires the addition of a new eligible budget item or the removal of an existing budget item, the KRG shall obtain the written authorization of Canada and Quebec. The authorization request and the information required therein shall be submitted in accordance with the requirements of Quebec and Canada (see Schedule B – Request and Approval Form for Reallocation of Funding).

4.3 PAYMENT SCHEDULE TERMS AND CONDITIONS

- 4.3.1 At the beginning of each fiscal year, the KRG shall prepare a cash flow statement, in accordance with the budget submitted in Schedule A – NPS Budget and shall provide it to Canada and Quebec, upon the signing of this Agreement for the sole or first fiscal year, or before April 15 of the fiscal year in question for a subsequent fiscal year. The cash flow statement shall be submitted in accordance with the requirements of Canada and Quebec (Schedule D – Cashflow Statement) and shall be updated quarterly, including the statement of revenues and expenses for the preceding quarter and the projections for future quarters.

- 4.3.2 The payment schedule for Canada is as follows:

For each fiscal year covered by this Agreement, Canada shall pay the KRG its annual contribution based on the following terms and conditions:

50% of its share on May 1 and October 1 of each fiscal year covered by this Agreement.

- 4.3.3 The payment schedule for Quebec is as follows:

- a) For fiscal year 2024–2025, the KRG acknowledges that Quebec paid its contribution of \$8,069,204 on November 1, 2024. Quebec shall pay to KRG the balance of its annual contribution within 30 days of the signing of this agreement.

- b) For fiscal year 2025–2026, Quebec shall pay make the KRG its annual contribution based on the following terms and conditions:

50% of its share on June 1 and November 1 of each fiscal year covered by this Agreement.

- c) As of fiscal year 2026–2027, the terms and conditions are as follows:

- i) 50% of its share less its share of funding to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces on June 1 and November 1 of each fiscal year in question;
- ii) For the share of funding to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces, for each fiscal year in question, payments shall be made only after supporting documents have been verified and approved.

No amount related to these expenses may be claimed more than one year after the end of the fiscal year in question.

- 4.3.4 Canada and Quebec may withhold their share if they have not received the cash flow statement referred to in paragraph 4.3.1 and the documents referred to in subsection 4.9 within the time frames established by this Agreement (Schedule C – Due Dates).
- 4.3.5 If funding has been received by the KRG under a previous agreement and has not been spent, the KRG acknowledges that this funding is owed to Canada and Quebec.

Canada and Quebec may, however, authorize the KRG to retain this amount as partial payment of their respective obligations and thus proportionately reduce their payments.

4.4 CONDITIONS OF FUNDING

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

- a) the existence of the annual appropriation required, granted by Parliament to the Department of Public Safety and Emergency Preparedness, to fund Indigenous policing services for the fiscal year during which the payment of Canada's contribution is likely to become due, pursuant to section 40 of the *Financial Administration Act*, R.S.C. 1985, c. F-11;
- b) the existence of a sufficient balance available in an appropriation granted by the National Assembly to the Quebec Department of Public Security to finance Indigenous policing services for the fiscal year during which the payment of Quebec's contribution is likely to become due, pursuant to section 21 of the *Financial Administration Act*, CQLR, chapter A-6.001.

- 4.4.2 In the event that funding is no longer available or has been decreased for Indigenous policing services, Canada or Quebec 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 or Quebec shall provide to the other Parties.
- 4.4.3 If, following the receipt of a notice with regards to a reduced contribution, the KRG is of the opinion that it can no longer meet its obligations under this Agreement, it may, upon providing written notice to Canada and Quebec, terminate this Agreement 30 days following the receipt of the notice by Canada and Quebec.
- 4.4.4 The KRG agrees to declare in writing, within 30 days of the effective date of this Agreement, all amounts owing to Canada or Quebec under any agreement or legislation. The KRG agrees that such amounts can be offset through the contributions provided by Canada and Quebec under this Agreement.

4.5 UNEXPENDED FUNDING, CARRY-OVER AND DEFICIT

- 4.5.1 The carryover of unexpended funding is subject to the following terms and conditions:
 - a) With the written authorization of Canada and Quebec, the KRG may carry forward unexpended funds at the end of a fiscal year to the next fiscal year provided that the funding has been advanced and the funds are proposed to be used for eligible expenditures listed in this Agreement or for purposes consistent with the KRG's objectives and activities. To obtain such written authorization, the KRG shall provide Canada and Quebec with written notice;

- b) The notice shall describe how the KRG intends to use unexpended funds and shall include any information required by Canada and Quebec and shall be presented in accordance with the approved statement of unexpended funds provided in Schedule D – Cash Flow Statement; and
 - c) Unexpended funds shall be clearly stated in the cash flow statement required by paragraph 4.3.1 and in the audited annual financial statements required by paragraph 4.9.2. Any amount not expended by the end of this Agreement, unless it is renewed or extended by agreement, shall constitute a debt due to Canada and Quebec.
- 4.5.2 At the end of each fiscal year, any deficit remains the responsibility of the KRG and cannot be carried forward to the next fiscal year.
- 4.5.3 This subsection applies only to amounts paid in accordance with the budget established under this Agreement.
- 4.5.4 For fiscal years for which funding has been granted to cover expenses related to membership and participation in a Quebec police association that represents the interests of Indigenous police forces, any portion of Canada's share of this amount that remains unexpended at the end of a given fiscal year is considered to be an overpayment. In such a case, the KRG will retain these funds as an advance on the final payment owed by Canada under this Agreement.

4.6 ALLOCATION OF EXPENSES AND ELIGIBLE COSTS

- 4.6.1 The KRG shall allocate contributions obtained under this Agreement exclusively to the following expenses, which shall not exceed what is set out in Schedule A – NPS Budget:
- a) pay and benefits for police officers, special constables and other appointed individuals; and permanent, temporary and casual civilian staff;
 - b) administrative expenses defined in the Agreement, which may not exceed 15% of the total value of this Agreement;
 - c) expenses necessary to carry out 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 for travel to and from remote areas;
 - g) expenses for the detention and escorting of prisoners;
 - 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) maintenance and renovation of policing infrastructure expenditures when the police facility is and remains the property of the KRG, as defined as:
 - i. renovation of an existing police facility, and;
 - ii. 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 NPS;
 - n) legal costs related to the operations of the NPS; and

- o) professional fees related to the preparation of financial statements.
- 4.6.2 The Parties agree that only the expenses covered under paragraph 4.6.1 are eligible under this Agreement.

4.7 DECLARATIONS OF THE KRG

- 4.7.1 The KRG declares that the budget in Schedule A – NPS Budget describes all funds from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement except for the sums in Schedule A of the Agreement on the Provision of Policing Services in the Kativik Region for the period from October 1, 2024 to March 31, 2029.

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

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

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

4.8 MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS

- 4.8.1 The KRG shall:

- a) maintain separate accounting records clearly identifying revenues and expenditures for the provision 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 Chartered Professional Accountants of Canada (CPA) Handbook, including records of all expenditures made by the KRG in relation to policing services and invoices, receipts and vouchers relating thereto;
- c) retain all documents and records relating to this Agreement from its effective date, for a period of no less than five years following the expiry or termination of this Agreement; and
- d) allow Canada and Quebec to access activity sites and its place of business and make available to them any supporting documentation, files, records and other documents at their request

4.9 REPORTING AND ACCOUNTABILITY

- 4.9.1 Within four months of the end of each fiscal year, the KRG shall provide Canada and Quebec with an annual report on the activities of the NPS, including the information set out in Schedule I – Annual Report of NPS Activities.

- 4.9.2 Within four months of the end of each fiscal year, the KRG shall provide Canada and Quebec with financial statements that comply with the following requirements:

- a) the statements have been audited in accordance with generally accepted accounting principles as prescribed in the *CPA Canada Handbook*;
- b) they include in particular an income and expense statement for all the funding received and expenses incurred for the delivery of policing services;

- c) they provide information on all transactions over \$5,000 involving goods procured with funds provided under this Agreement or a previous agreement;
 - d) they relate specifically to the delivery of policing services; and
 - e) they were prepared by professional accountants, independent of the KRG, who are active members in good standing of the Ordre des comptables professionnels agréés du Québec (CPA).
- 4.9.3 Within 30 days of the end of each quarter in a fiscal year, the KRG shall provide Canada and Quebec with the updated cash flow statement provided for in paragraph 4.3.1, including the income and expense statement for the previous quarter and projections for upcoming quarters, presented in accordance with their requirements.
- 4.9.4 The KRG shall provide Canada and Quebec with any documents supporting the financial statements described in paragraph 4.9.2 or the cash flow statement described in paragraph 4.3.1 within the timeframes set out in these paragraphs for the production of financial statements and the cash flow statement.
- 4.9.5 The KRG shall provide Canada and Quebec with any additional information that may be sought and that Canada and Quebec deem necessary for the purposes of this Agreement.

4.10 OVERPAYMENT

- 4.10.1 The KRG shall be deemed to have received an overpayment of contributions provided by Canada and Quebec under this Agreement when:
- a) sums were paid to the KRG but remained unexpended by the end of the last fiscal year covered by the Agreement or at the date of termination of this Agreement;
 - b) the KRG's financial statements, audited by an independent certified accountant, have been completed and an overpayment is identified as a result of ineligible expenditures or costs;
 - c) Canada or Quebec carries out a financial analysis or audits the KRG's financial statements and an overpayment is identified as a result of ineligible expenditures or costs; and
 - d) for any other reason, the KRG was not entitled to these contributions, or Canada and Quebec determine that the sums paid exceed the amount to which the KRG was entitled.
- 4.10.2 The KRG recognizes that an expenditure or cost may be deemed ineligible where there is no related invoice, receipt or other supporting document or where, in the opinion of Canada or Quebec, the expenditure or cost cannot be substantiated.
- 4.10.3 Any overpayment is then considered a debt to Canada and Quebec, at their respective rate of funding, and due by the KRG. The overpayment shall be repaid to them no later than 30 days following the date of receipt of notice from Canada or Quebec. If, however, the overpayment has been identified in the audited financial statements, as set out in paragraph 4.9.2, then the due date for the reimbursement shall be the date of the submission to Canada and Quebec of the audited financial statement.

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

- 4.10.4 Any unexpended funding may be offset by reducing any other contributions made by Canada and Quebec.

4.11 INTEREST CHARGES

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

4.12 AUDIT BY CANADA OR QUEBEC

- 4.12.1 The KRG agrees that Canada or Quebec may appoint independent auditors, at their expense, during the term of this Agreement and within five years following the expiry or termination thereof to review the records maintained by the KRG in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by Canada and Quebec and the consistent application of generally accepted accounting principles in the maintenance of financial records.
- 4.12.2 The KRG shall provide the independent auditors with access, without charge, to activity sites and its place of business during regular business hours within 72 hours after receiving written notification and shall make available to them any supporting document, file, record, register or other document when requested. The KRG 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 could be made available to the public through posting on the Public Safety Canada Internet site (<https://www.publicsafety.gc.ca/>).

4.13 ASSIGNMENT AND SUBCONTRACTING

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

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

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

GENERAL PROVISIONS

5.1 DIRECT OR INDIRECT BENEFITS

No member of Parliament or current or former public office holder of Canada or Quebec may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with Canada's and Quebec's laws, regulations or policies, as the case may be, including, for Canada, the requirements under the *Parliament of Canada Act*, R.S.C. 1985, c. P-1, the *Conflict of Interest Act*, S.C. 2006, c. 9, or the *Values and Ethics Code for the Public Sector*.

5.2 LOBBYING

Any person lobbying on behalf of the KRG must comply with the *Lobbying Act*, R.S.C. 1985, c. 44 (4th Supp.), and the *Lobbying Transparency and Ethics Act*, CQLR, c. T-11.011.

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 Neither the KRG nor any of its members shall represent itself, in an agreement with a third party or otherwise, as being an associate, partner, agent, joint venturer or employee of Canada or Quebec as a result of this Agreement. Canada and Quebec have no responsibility for fulfillment of any obligation into which the KRG 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 KRG, and nothing in this Agreement is to be read or construed as conferring upon the KRG or its members, officers, employees, agents or contractors, the status of officer, employee, servant or agent of Canada or Quebec or the status of a person acting in partnership or joint venture with Canada or Quebec.
- 5.4.3 The KRG shall include in employment contracts with its employee members, special constables and civilian employees a clause stating that these employees acknowledge they are not engaged as employees or agents of Canada and/or Quebec.

5.5 INDEMNIFICATION

- 5.5.1 The KRG shall indemnify and save harmless Canada and Quebec and their respective employees and agents from and against any and all claims, losses, damages, costs, expenses or actions, existing or future, arising from injury, death or property damage caused by any act, omission or delay or negligence on the part of the KRG or its employees or agents in carrying out this Agreement. Such indemnity shall survive the termination or expiry of this Agreement for matters that occurred prior to the termination or expiry.
- 5.5.2 Neither Canada nor Quebec shall be responsible for death or any bodily or personal injury or property damage of any nature whatsoever that the KRG or its members, employees or agents or third parties may suffer or sustain during the implementation of this Agreement, unless these damages have been caused by the fault of an employee or agent of Canada or Quebec in the performance of their duties.

5.6 DISCLOSURE

- 5.6.1 Information gathered by the Parties in carrying out this Agreement is bound by the rights and protection contained under pertinent legislation regarding access to information and privacy law.

- 5.6.2 Canada and Quebec may make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.
- 5.6.3 The KRG authorizes Canada and Quebec to share between one another any information related to this Agreement, including any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.

FINAL PROVISIONS

6.1 ACCOUNTABILITY OF THE KRG

The KRG shall remain, at all times, accountable for the obligations and responsibilities attributed to it which are contained in this Agreement or that may arise in carrying out this Agreement and the KRG 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 written consent of the Parties. In order to be valid, any amendments to this Agreement must be made in writing and signed by the Parties.

6.4 DEFAULT

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

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

The Parties agree that any situation where, in the opinion of Canada or Quebec, the NPS is no longer able to deliver the policing services funded under this Agreement constitutes default.

6.4.2 Where there is such default, Canada or Quebec shall provide the other Parties with written notice indicating the said default and setting out their intention, to exercise the rights under paragraph 6.4.1, if the KRG does not remedy the default within 30 days.

6.4.3 Canada and Quebec shall not be considered as having waived a remedy or a right under this Agreement other than by written notice to all Parties to this effect. The fact that Canada or Quebec refrains from exercising a remedy or any right under this Agreement or other applicable law shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on Canada or Quebec shall not prevent Canada or Quebec in any way from later exercising any other remedy or right under this Agreement or other applicable law.

6.5 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 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 this delay, it shall inform the Parties that they are to be heard and allow them to make representations. Any Party

may then submit the matter to a court of competent jurisdiction unless one of the Parties chooses to terminate the Agreement in accordance with subsection 6.6.

6.6 TERMINATION

6.6.1 This Agreement may be terminated under the following conditions:

- a) by Canada or Quebec, when, as set out in paragraph 4.4.2, funding is no longer available or the appropriation has been decreased;
- b) by the KRG, as set out in paragraph 4.4.3, following a reduction of funds by Canada or Quebec, whereby the KRG can no longer fulfill its obligations under this Agreement ;
- c) by Canada or Quebec, if the KRG has not remedied default to the satisfaction of Canada or Quebec within the 30-day period as set out in paragraph 6.4.2; or
- d) at any time, by any Party, even if there is no default committed by another Party.

6.6.2 Termination shall take effect:

- a) subject to subparagraph 6.6.1 a), 30 days upon receipt of the notice that Canada or Quebec, as the case may be, informs the other Parties;
- b) subject to subparagraph 6.6.1 b), 30 days upon receipt by Canada and Quebec of a notice from the KRG to this effect;
- c) subject to subparagraph 6.6.1 c), on the date indicated in the notice provided by Canada or Quebec to this effect; or
- d) subject to subparagraph 6.6.1 d), upon expiry of 90 days following the date of receipt of a written notice to this effect to the other parties, unless all the Parties agree upon another date in writing.

6.7 OBLIGATIONS OF THE KRG IN THE EVENT OF TERMINATION OR DEFINITIVE CESSATION OF NPS'S ACTIVITIES

6.7.1 If the NPS ceases their operations definitively or this Agreement is terminated, the KRG shall:

- a) provide Canada and Quebec with a complete inventory of weapons of the NPS, including intermediate weapons;
- b) remit immediately to the SQ weapons belonging to the NPS, including intermediate weapons, as well as all documents, files, evidence and seized weapons or weapons under the control of the NPS, including intermediate weapons;
- c) ensure that weapons belonging to the NPS, including intermediate weapons, are sold to another police service or destroyed in a timely manner in accordance with the applicable statutes and regulations;
- d) sell at market value, all other material and equipment acquired with funds provided under this Agreement;
- e) pay all the amounts due for goods and services provided under this Agreement before its termination or expiry;
- f) reimburse Canada and Quebec their share of contributions paid but not spent, in proportion to their initial contributions, within 30 days following the termination or expiry of this Agreement;
- g) reimburse Canada and Quebec any other funds due to them under this Agreement in accordance with the terms and conditions covering each of these sums; and

h) conclude immediately with the police service replacing the NPS funded under this Agreement an occupancy agreement for the police facility referred to in paragraph 3.1.1, or if this police force does not require this police facility and it is funded under this Agreement or a previous agreement, sell the police facility in accordance with the terms and conditions set out in subsection 3.3.

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

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

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 3%, from the due date to the settlement date.

6.8 CARRYING OUT CERTAIN OBLIGATIONS

The obligations and the provisions set out in subsections 1.2, 1.4, 4.9, 4.10, 4.11, 4.12, 5.4, 5.5, 5.6, 6.1 and 6.7 shall 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, emailed or transmitted by fax. Any notice sent or transmitted by email or 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 business days following its mailing.

All correspondence shall be sent to the following address:

For Canada: Public Safety Canada
Indigenous Affairs Branch
First Nations and Inuit Policing Program
To the attention of the Regional Manager:
105 McGill Street, Unit 650
Montreal (Quebec) H2Y 2E7
ps.aboriginalpolice-policeautochtone.sp@ps-sp.gc.ca

For Quebec: Direction des affaires policières autochtones
Ministère de la Sécurité publique du Québec
À l'attention du directeur:
2525, boulevard Laurier
Québec (Québec) G1V 2L2
Fax: 418-646-1869
police.autochtone@misp.gouv.qc.ca

For the KRG: Kativik Regional Government
Attn: Director General
P.O. Box 9
Kuujuaq, Quebec J0M 1C0
Fax: 819-964-2956
rbowles@krg.ca

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

6.10 DURATION OF AGREEMENT

- 6.10.1 This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from October 1, 2024 to March 31, 2029, unless it is terminated in accordance with subsection 6.6.
- 6.10.2 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31, 2023, to maintain the provisions of this Agreement, these provisions, except the subsections regarding funding in Section IV, shall remain in force until a new agreement on the provision of policing services is entered into. Nonetheless, if such a new agreement is not entered into before March 31, 2030, the provisions of this Agreement will expire.

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

FOR THE KRG,

CHAIRPERSON

Signed on

and

SECRETARY

Signed on

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA,

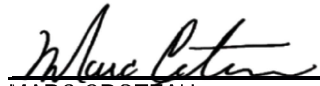


Digitally signed by Johnston,
cory
Date: 2025.03.22 11:59:36 -04'00'

INTERIM DIRECTOR
INDIGENOUS POLICE SERVICES PROGRAMS
INDIGENOUS AFFAIRS SECTOR
PUBLIC SAFETY CANADA

Signed on

FOR THE QUEBEC GOVERNMENT,



MARC CROTEAU
SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

2025-03-20
Signed on

and

PATRICK LAHAIE
SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS AVEC LES PREMIÈRES NATIONS
ET LES INUIT

Signed on

and

JULIE BISSONNETTE
SECRÉTAIRE GÉNÉRALE ASSOCIÉE
AUX RELATIONS CANADIENNES

Signed on

**SCHEDULE A
NPS budget**

Revenues for fiscal 2024-2025

Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$34,741,639.00
Quebec Government	*\$32,069,204.00
Subtotal - Cash	\$66,810,843.00
Total government financing	\$66,810,843.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$66,810,843.00

* This amount includes the \$8,069,204 paid to the KRG at the beginning of November 2024 for the provision of police services in Nunavik.

Eligible expenses for fiscal 2024-2025

Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$2,272,444.00	\$2,097,641.00		\$4,370,085.00
Employee travel	\$2,375,251.00	\$2,192,540.00		\$4,567,791.00
Insurance	\$58,442.00	\$53,946.00		\$112,388.00
IT and communications equipment	\$1,381,664.00	\$1,275,383.00		\$2,657,047.00
Legal costs	\$30,300.00	\$27,970.00		\$58,270.00
Pay and benefits	\$21,787,251.00	\$20,111,303.00		\$41,898,554.00
Police equipment	\$633,740.00	\$584,991.00		\$1,218,731.00
Police facility costs	\$804,962.00	\$743,042.00		\$1,548,004.00
Policing infrastructure expenditures	\$137,823.00	\$127,222.00		\$265,045.00
Prisoners' keep and escorts	\$1,794,742.00	\$1,656,685.00		\$3,451,427.00
Professional fees	\$403,166.00	\$372,154.00		\$775,320.00
Rent subsidies for housing of officers	\$1,248,024.00	\$1,152,023.00		\$2,400,047.00
Training and recruitment	\$1,184,381.00	\$1,093,275.00		\$2,277,656.00
Transportation expenses and related equipment	\$629,449.00	\$581,029.00		\$1,210,478.00
Subtotal - Cash	\$34,741,639.00	\$32,069,204.00	\$0.00	\$66,810,843.00
Total Expenditure	\$34,741,639.00	\$32,069,204.00	\$0.00	\$66,810,843.00

In cash: real monetary value or income/financing received.

Revenues for fiscal 2025-2026
 Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$50,637,400.00
Quebec Government	\$46,742,215.00
Subtotal - Cash	\$97,379,615.00
Total government financing	\$97,379,615.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$97,379,615.00

Eligible expenses for fiscal 2025-2026
 Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$3,312,727.00	\$3,057,902.00		\$6,370,629.00
Employee travel	\$6,866,495.00	\$6,338,304.00		\$13,204,799.00
Insurance	\$61,283.00	\$56,569.00		\$117,852.00
IT and communications equipment	\$1,513,458.00	\$1,397,038.00		\$2,910,496.00
Legal costs	\$93,275.00	\$86,100.00		\$179,375.00
Pay and benefits	\$26,136,636.00	\$24,126,126.00		\$50,262,762.00
Police equipment	\$1,033,130.00	\$953,658.00		\$1,986,788.00
Police facility costs	\$1,631,717.00	\$1,506,200.00		\$3,137,917.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$278,898.00	\$257,445.00		\$536,343.00
Prisoners' keep and escorts	\$4,573,639.00	\$4,221,820.00		\$8,795,459.00
Professional fees	\$385,522.00	\$355,866.00		\$741,388.00
Rent subsidies for housing of officers	\$1,979,511.00	\$1,827,240.00		\$3,806,751.00
Training and recruitment	\$1,472,061.00	\$1,358,825.00		\$2,830,886.00
Transportation expenses and related equipment	\$1,278,248.00	\$1,179,922.00		\$2,458,170.00
Subtotal – Cash	\$50,637,400.00	\$46,742,215.00	\$0.00	\$97,379,615.00
Total Expenditures	\$50,637,400.00	\$46,742,215.00	\$0.00	\$97,379,615.00

In cash: real monetary value or income/financing received.

* For fiscal year 2025-2026, a maximum amount of \$1,902,419 is granted to cover expenses related to the 911 emergency call center

Revenues for fiscal 2026-2027
 Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$57,988,262.00
Quebec Government	\$53,527,626.00
Subtotal - Cash	\$111,515,888.00
Total government financing	\$111,515,888.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$111,515,888.00

Eligible expenses for fiscal 2026-2027
 Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$3,793,625.00	\$3,501,807.00		\$7,295,432.00
Employee travel	\$7,550,358.00	\$6,969,562.00		\$14,519,920.00
Insurance	\$63,428.00	\$58,549.00		\$121,977.00
IT and communications equipment	\$1,769,915.00	\$1,633,768.00		\$3,403,683.00
Legal costs	\$95,607.00	\$88,252.00		\$183,859.00
Pay and benefits	\$31,577,050.00	\$29,148,046.00		\$60,725,096.00
Police equipment	\$1,115,380.00	\$1,029,582.00		\$2,144,962.00
Police facility costs	\$1,696,986.00	\$1,566,448.00		\$3,263,434.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$287,590.00	\$265,468.00		\$553,058.00
Prisoners' keep and escorts	\$4,664,630.00	\$4,305,813.00		\$8,970,443.00
Professional fees	\$361,758.00	\$333,930.00		\$695,688.00
Rent subsidies for housing of officers	\$2,522,654.00	\$2,328,603.00		\$4,851,257.00
Training and recruitment	\$1,035,452.00	\$955,802.00		\$1,991,254.00
Transportation expenses and related equipment	\$1,433,029.00	\$1,322,796.00		\$2,755,825.00
Subtotal – Cash	\$57,988,262.00	\$53,527,626.00	\$0.00	\$111,515,888.00
Total Expenditures	\$57,988,262.00	\$53,527,626.00	\$0.00	\$111,515,888.00

In cash: real monetary value or income/financing received.

* For fiscal year 2026-2027, a maximum amount of \$2,373,010 is granted to cover expenses related to the 911 emergency call center

Revenues for fiscal 2027-2028
 Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$66,082,940.00
Quebec Government	\$60,999,637.00
Subtotal - Cash	\$127,082,577.00
Total government financing	\$127,082,577.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$127,082,577.00

Eligible expenses for fiscal 2027-2028
 Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$4,323,183.00	\$3,990,630.00		\$8,313,813.00
Employee travel	\$8,953,396.00	\$8,264,673.00		\$17,218,069.00
Insurance	\$65,648.00	\$60,599.00		\$126,247.00
IT and communications equipment	\$562,970.00	\$519,664.00		\$1,082,634.00
Legal costs	\$97,997.00	\$90,459.00		\$188,456.00
Pay and benefits	\$37,682,724.00	\$34,784,053.00		\$72,466,777.00
Police equipment	\$1,240,286.00	\$1,144,880.00		\$2,385,166.00
Police facility costs	\$1,764,865.00	\$1,629,106.00		\$3,393,971.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$296,555.00	\$273,743.00		\$570,298.00
Prisoners' keep and escorts	\$4,979,779.00	\$4,596,720.00		\$9,576,499.00
Professional fees	\$425,478.00	\$392,748.00		\$818,226.00
Rent subsidies for housing of officers	\$3,013,548.00	\$2,781,737.00		\$5,795,285.00
Training and recruitment	\$1,041,914.00	\$961,766.00		\$2,003,680.00
Transportation expenses and related equipment	\$1,613,797.00	\$1,489,659.00		\$3,103,456.00
Subtotal – Cash	\$66,082,940.00	\$60,999,637.00	\$0.00	\$127,082,577.00
Total Expenditures	\$66,082,940.00	\$60,999,637.00	\$0.00	\$127,082,577.00

In cash: real monetary value or income/financing received.

Revenues for fiscal 2028-2029
 Agreement on the provision of police services in the Kativik region

Government funding	Amount
Public Safety Canada	\$74,400,221.00
Quebec Government	\$68,677,127.00
Subtotal - Cash	\$143,077,348.00
Total government funding	\$143,077,348.00
Non-governmental financing and other	
Subtotal - Cash	\$0.00
Total non-governmental financing and other	\$0.00
Total revenues:	\$143,077,348.00

Eligible expenses for fiscal 2028-2029
 Agreement on the provision of police services in the Kativik region

Detailed eligible expenses by category	Eligible expenses			
	Funding from Public Safety Canada	Quebec government funding	Non-governmental financing and other	Total
Administrative expenses	\$4,867,304.00	\$4,492,896.00		\$9,360,200.00
Employee travel	\$10,463,450.00	\$9,658,569.00		\$20,122,019.00
Insurance	\$67,946.00	\$62,720.00		\$130,666.00
IT and communications equipment	\$581,791.00	\$537,037.00		\$1,118,828.00
Legal costs	\$100,447.00	\$92,720.00		\$193,167.00
Pay and benefits	\$41,816,343.00	\$38,599,702.00		\$80,416,045.00
Police equipment	\$1,313,745.00	\$1,212,688.00		\$2,526,433.00
Police facility costs	\$1,835,460.00	\$1,694,270.00		\$3,529,730.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Policing infrastructure expenditures	\$305,803.00	\$282,279.00		\$588,082.00
Prisoners' keep and escorts	\$5,229,834.00	\$4,827,540.00		\$10,057,374.00
Professional fees	\$437,543.00	\$403,886.00		\$841,429.00
Rent subsidies for housing of officers	\$4,628,336.00	\$4,272,311.00		\$8,900,647.00
Training and recruitment	\$905,861.00	\$836,179.00		\$1,742,040.00
Transportation expenses and related equipment	\$1,825,558.00	\$1,685,130.00		\$3,510,688.00
Subtotal – Cash	\$74,400,221.00	\$68,677,127.00	\$0.00	\$143,077,348.00
Total Expenditures	\$74,400,221.00	\$68,677,127.00	\$0.00	\$143,077,348.00

In cash: real monetary value or income/financing received.

SCHEDULE B

Request and Approval Form for Reallocation of Funding

REQUEST AND APPROVAL FORM FOR CARRYOVER OF UNEXPENDED FUNDING AND REALLOCATION OF FUNDING				
Agreement title : _____		Request Date : _____		
Recipient name: _____		Agreement end date: _____		
Agreement start date: _____				
SELECT THE OBJECTIVE OF YOUR REQUEST BY CLICKING ON THE APPROPRIATE CHECKBOX BELOW :				
<input type="checkbox"/> Carryover of unexpended funding for use in the following fiscal year <input type="checkbox"/> Reallocation of funds between eligible cost categories <input type="checkbox"/> Reallocation of funds to a new eligible cost category <input type="checkbox"/> Reallocation of funds after the removal of an eligible cost category				
Revenue sources	Approved budget for 20XX-20XX	Unexpended amounts to carryover	Reallocated amounts	Forecasted budget for 20XX-20XX
Contribution of Canada				
Contribution of Quebec				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
% (Canada)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
% (Québec)	#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				
Policy 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
<i>* unfunded categories may be deleted</i>				
JUSTIFICATION: TO BE COMPLETED BY THE RECIPIENT ONLY				
Briefly justify the reasons for the carryover of the unexpended funding to the next fiscal year and /or the reasons for the reallocation of funding between existing eligible cost categories including the removal and/or the addition of new eligible cost category as per the F-NPP Terms & Conditions:				
Submitted by: _____		Signature: _____		Date: _____
Print name and title				
FOR DEPARTMENTAL USE ONLY				
Program Officer Recommendation:				
Program Officer's name: _____			Date: _____	
Approved by: _____		Signature: _____		Date: _____
Print name				
FOR THE QUEBEC USE ONLY				
Approved by: _____		Signature: _____		Date: _____
Print name and Title				

SCHEDULE C

Due Dates

Notice: Failure by the KRG to produce any of the documents listed below by the due date constitutes a default under paragraph 6.4.1 and entitles Quebec and Canada to suspend payment of their respective contributions.

Subsections and paragraphs	Documents to be produced by the KRG	Due Dates
2.7 and 2.8	Code of ethics and policy on criminal allegations	<ul style="list-style-type: none"> • 30 days after the effective date of the Agreement
3.2.2	Inventory of weapons available to the police force, including intermediate weapons	<ul style="list-style-type: none"> • Within 30 days of the effective date of this Agreement, if an inventory has not been delivered to Quebec and Canada prior to the signing of this Agreement by the KRG • Within four (4) months of the end of each fiscal year, as described in paragraph 4.9.1 • Upon expiration or termination of this Agreement • At Quebec's request
3.4.3	Proof of insurance	<ul style="list-style-type: none"> • Within 30 days of the effective date of the Agreement • Within 30 days of subscription renewal or modification
4.3.1	Statement of cash flows	<ul style="list-style-type: none"> • Upon signing the Agreement • April 15 of each subsequent year
4.4.4	Declaration of amounts due in Canada and Quebec	<ul style="list-style-type: none"> • Within 30 days of the effective date of the Agreement
4.9.1	Annual report on police activities	<ul style="list-style-type: none"> • July 31 of each subsequent year
4.9.2	Audited financial statements	<ul style="list-style-type: none"> • July 31 of each subsequent year
4.9.3	Updating cash flow statements	<ul style="list-style-type: none"> • Within 30 days of the end of a quarter

SCHEDULE E

Model for the Regulations on Internal Discipline

This document is intended to serve as a model internal discipline by-law to assist members of police forces in the performance of their duties, as well as to assist managers in the administration of discipline and the application of sanctions. Each community may make any changes or adaptations it deems necessary to the draft by-law presented.

CHAPTER I

SCOPE AND PURPOSE

1. These regulations apply to members of the NPS police force, including the Director, as well as to any special constable hired for this force. They impose duties and standards of conduct designed to ensure their efficiency, the quality of their service and respect for the authorities to which they report.

It also aims to maintain the discipline and ethics necessary to ensure organizational integrity and respect for human rights.

In addition, these regulations define what constitutes disciplinary misconduct, establish a disciplinary procedure, determine the powers of the disciplinary authorities and provide for sanctions.

- 1.1 For the purposes of these regulations, a special constable is deemed to be a member of the NPS.

CHAPTER II

DUTIES AND STANDARDS OF CONDUCT

2. Members must demonstrate dignity. To this end, he/she must avoid any behavior that disrespects a person, compromises the efficiency or honor of the police force, or brings it into disrepute.

In particular, it is forbidden to:

- a) use obscene or abusive language;
- b) abuse authority or engage in intimidation or harassment;
- c) use greater force than necessary to accomplish what he is enjoined or permitted to do;
- d) disrespect or discourteousness towards any person or member;
- e) unauthorized entry of a person into a police vehicle;
- f) unjustifiably associating or fraternizing with persons known to be of criminal repute;
- g) unauthorized consumption of alcoholic beverages in public while the member is on duty or, if not on duty, while in uniform;
- h) being under the influence of alcoholic beverages, narcotics, hallucinogens, narcotic or anesthetic preparations or any other substance capable of producing intoxication, impairment or disturbance of faculties or unconsciousness while the member is on duty;
- i) unauthorized storage of alcoholic beverages in a police vehicle or premises;
- j) immoderate consumption of alcoholic beverages in a public place;
- k) dress in a manner that does not comply with current guidelines during working hours;

l) buy, sell or possess narcotics or any other product of the same nature, the sale of which is prohibited or regulated, or be involved as an intermediary in a transaction involving one of these substances, except when authorized by his superior within the scope of his duties.

3. The member must respect the rights of any person placed in his custody and avoid any complacency towards them.

In particular, it is forbidden to:

- a) be negligent in the care or supervision of a person in his custody;
- b) provide a person in his custody with alcoholic beverages, narcotics, hallucinogens, narcotic or anesthetic preparations or any other substance capable of producing intoxication, impairment or disturbance of faculties or unconsciousness;
- c) deal in any way whatsoever with any person in his custody or attempt to obtain from him any advantage or to procure for him any advantage;
- d) except in an emergency, search a person of the opposite sex;
- e) failing to search a detainee in his custody or, in the case of a detainee of the opposite sex, failing to have him searched by a person of the same sex;
- f) fail to keep safe any object taken from a person in his custody;
- g) omitting to make entries in the register of prisoners and the register of confiscated objects;
- h) interfere with communications between a person in his custody and his attorney;
- i) use greater force than necessary against a person in his custody;
- j) fail to ensure the safety and health of a person in his custody; and
- k) allow the incarceration of a young offender with an adult, or a female with a male, except as provided by law.

4. The member must only use a service weapon with caution and discretion.

In particular, it is forbidden to:

- a) failing to maintain or keep in good working order a service weapon or the ammunition entrusted to it;
- b) displaying, handling or pointing a service weapon without justification;
- c) failing to report to his superior every time he uses a service weapon in the performance of his duties;
- d) failing to take reasonable steps to prevent the loss, theft or use by a third party of a service weapon;
- e) lend or transfer a service weapon;
- f) failing to exercise due care in the use or handling of a service weapon, including unnecessarily endangering the life or safety of another person; and
- g) carry or use without authorization in the performance of his duties a firearm other than the one issued to him by the NPS.

5. Members must respect the authority of the law and the courts and cooperate in the administration of justice.

In particular, it is forbidden to:

- a) contravene any law enacted by a legally constituted authority in a manner likely to jeopardize the performance of his duties;
- b) prevent or contribute to preventing justice from taking its course;
- c) withhold evidence or information for the purpose of harming or favouring any person, including an accused person, complainant or witness; and
- d) omit or unduly delay the transmission to his superior of any information concerning crimes and offences of which the member is a witness or of which he has knowledge.

6. Members must obey the requests, directives and verbal or written orders of their superiors.

In particular, it is forbidden to:

- a) refusing or failing to report to the Chief Constable or his representative on his activities in the performance of his duties;
- b) refusing or failing to provide a report of activities performed while on the job as requested by a superior; and
- c) not performing assigned work or not being at the location designated by the supervisor.

7. Members must perform their duties conscientiously and diligently.

In particular, it is forbidden to:

- a) refuse or incite refusal to perform its duties; and
- b) be negligent or careless in the performance of duties.

8. The member must be diligent in his work.

In particular, it is forbidden to:

- a) not respecting work schedules;
- b) absence from work without permission;
- c) misrepresent or maneuver to extend leave, delay return to work or be absent from work; and
- d) exchange with another member any work or relief to which he has been assigned without his superior's permission.

9. Members must perform their duties with integrity.

In particular, it is forbidden to:

- a) maliciously damage or destroy, negligently lose or unlawfully dispose of any public or private property;
- b) fail to report any destruction, loss or damage of any property for the use of the police force;
- c) use or authorize the use of any police property for personal or unauthorized purposes;

- d) lend, sell or transfer any uniform or equipment provided by the NPS;
- e) falsifying, concealing or destroying police documents, documents in the custody of the police or other official documents;
- f) present or sign any report or other writing knowing it to be false or inaccurate;
- g) claim or authorize, without proper verification, the reimbursement of expenses not incurred, the payment of hours not worked or the payment of unjustified bonuses; and
- h) fail or neglect to account for or remit within a reasonable time any money or property received as a member of the police force.

- 10.** Members must perform their duties with impartiality and integrity, and avoid any situation involving a conflict of interest likely to compromise their impartiality in the performance of their duties or likely to adversely influence their judgment and loyalty.

In particular, it is forbidden to:

- a) directly or indirectly, engage in influence peddling or obtain or attempt to obtain a sum of money or any other advantage in exchange for any favor whatsoever;
- b) accept, solicit or demand, directly or indirectly, a sum of money, a favor or any other advantage or consideration likely to compromise his impartiality in the performance of his duties;
- c) pay, offer to pay or undertake to offer a sum of money, a favour or any other advantage or consideration to a person, whether or not a member of the police force, of such a nature as to compromise the impartiality of that person in the performance of his duties or to intercede on his behalf in order to obtain promotion, a transfer or any change in his status as a member of the police force;
- d) use information obtained in the course of his duties or as a result of his position within the police force for personal gain or advantage;
- e) recommend the services of a particular attorney to a person charged with a crime or with whom the member has been in contact in the course of his or her duties;
- f) act as surety in a case falling within the jurisdiction of a court of criminal or penal jurisdiction, except in cases where family relations with the person charged justify it;
- g) sign a letter of recommendation or other attestation knowing it to be false or inaccurate; and
- h) hold a job or engage in an activity that is incompatible with the position of police officer.

However, a member may solicit or collect money from the public through the sale of advertisements or tickets or in any other way for the benefit of a person or community organization as long as he or she does not thereby place himself or herself in a conflict of interest situation.

- 11.** As soon as a member is in a situation of incompatibility referred to in section 117 of the *Police Act* (CQLR, chapter P-13.1) or believes he is in a situation that places or is likely to place him in a conflict of interest, compromise his impartiality or adversely affect his judgment and loyalty, he must inform his immediate superior, who will inform him of the measures he must take.

- 12.** The member must respect his oath of office and his oath of discretion.

In particular, it is forbidden to reveal information relating to an investigation or to the activities of the police force to persons not authorized by the General Manager or his representative, in particular by transmitting documents.

13. Members must be politically neutral in the performance of their duties.

In particular, it is forbidden to:

- a) be present in uniform at a political meeting, unless on duty on the premises;
 - b) be unreserved in the public expression of his political opinions; and
 - c) publicly express, during an election period, his political opinions, solicit funds for a candidate in an election, a political body or a political party, or publicly endorse a candidate in an election or a political party, within the territory where the member usually performs his duties.
14. Members may not wear their uniforms, insignia or service weapons or use other effects belonging to the police force when, while they are supposed to be on duty, they are engaged in activities which are not part of their duties.
15. Any member who becomes aware of, or who has reasonable and probable grounds to believe that a disciplinary offence relating to the protection or safety of the public has been committed, must inform his or her immediate superior or the person responsible for handling complaints. This obligation does not apply to a member who is informed of such conduct in his or her capacity as a union representative.

CHAPTER III

DISCIPLINARY MISCONDUCT

16. Any breach or omission concerning a duty or standard of conduct determined by the present regulations constitutes a disciplinary fault and renders the member concerned liable to disciplinary action.

A member may be the subject of a complaint despite having been acquitted or convicted by a court of criminal or penal jurisdiction of an offence for which the facts giving rise to the charge are the same as those of the disciplinary offence of which he is accused.

17. The right to lodge a disciplinary complaint against a member shall lapse after a period of 2 years from the date of the event or, where the facts are also likely to constitute a criminal offence, from the date of knowledge by the police force authorities of the event giving rise to the complaint.
18. A disciplinary offence alleged against a member shall not give rise to more than one citation under the present by-laws and shall not be subject to more than one disciplinary sanction.
19. Nothing in this by-law shall restrict the right of the Superintendent, an Assistant Superintendent, the Disciplinary Officer or an officer to verbally communicate to a police officer at a lower level remarks or observations likely to improve his behaviour, the quality of his work, his professional conscience or to prevent the commission of any disciplinary fault. Such communication does not constitute a disciplinary sanction.
20. A member may be disciplined for a breach, notwithstanding the fact that a civil, ethical, criminal or penal complaint or action has been brought against him before any judicial or quasi-judicial body for such breach.

However, a member on whom a sanction has been imposed under Chapter I of Title IV of the *Police Act* may not receive an additional sanction under the present by-law for similar derogatory conduct on the occasion of the same event.

21. A member who incites, advises, assists or who, by his encouragement, consent, authorization or failure to act, causes or attempts to cause a member to commit a disciplinary fault or to fail to comply with an obligation incumbent upon him, commits a disciplinary fault himself.
22. Ignorance of the provisions of this by-law or of any duly published by-law, policy, order, instruction, directive, communiqué or memorandum of the community or police department shall not excuse a member who has committed a breach of such provisions.

CHAPTER IV
DISCIPLINARY PROCEEDINGS

(RECEIVING, INVESTIGATING AND HANDLING COMPLAINTS)

23. The Director is responsible for the application of this by-law, in particular with respect to the receipt, investigation and processing of complaints and the administration of discipline.

The Director may appoint a disciplinary officer from among the department's officers.

24. Any person may lodge a complaint concerning the conduct of a member by submitting it in writing to the member's immediate superior. The complaint must be signed.

25. Any complaint against a member shall be forwarded by the person receiving it to the Director or the person responsible for discipline.

26. The complaint may also originate from the Director, in which case it is submitted for investigation to the Disciplinary Officer, where applicable, or to the KRG General Manager.

27. If the NPS Director is directly or indirectly concerned by a complaint, he must, as soon as it is received, inform the KRG General Manager, or any person designated by the KRG. The KRG will then be responsible for examining and dealing with the said complaint, and for administering discipline in accordance with the provisions of these regulations

The investigation may be entrusted to the SQ.

After investigating and examining the complaint, the General Manager, or the person designated by the KRG, will follow up and issue a written, reasoned decision, which will be sent to the manager and the complainant within 10 days.

28. The procedures provided for in the present by-law may be initiated or continued to their conclusion, even if a person refuses to lodge a complaint or if the complaint is withdrawn.

29. Any member who becomes aware of, or is informed of, any misconduct by another member of the department that may constitute a violation of this by-law, or who has reasonable and probable grounds to believe that such misconduct has occurred, shall notify the Director in writing. Such written notice constitutes a complaint for the purposes of this by-law.

30. Upon receipt of a complaint, the Director shall as soon as possible:

- a) acknowledge receipt of the complaint and inform the complainant in writing of the review process;
- b) inform the member in writing of the filing of a complaint against him and of the nature of the complaint, except:
 - i) if informing him would be likely to prejudice the progress of the investigation; or

ii) when it deems the complaint to be frivolous, vexatious, ill-founded or made in bad faith.

31. A member who is the subject of a complaint may not communicate in any way whatsoever with the person who made the complaint, except with the written authorization of the Director or during a necessary police intervention, and may not attempt to influence, intimidate or harass that person, directly or indirectly, as to the outcome of the complaint.
32. The Director must deal with all complaints as quickly as possible and in the strictest confidence.
33. The Director may, if he deems that the nature, seriousness or circumstances of a breach justify it, temporarily suspend a member who is the subject of a complaint from his duties or assign him to administrative duties for the duration of the investigation until a final decision is reached. He must then deal with the complaint with the utmost diligence.
34. A member under such suspension shall immediately surrender to the Director any weapon, instrument, item of equipment, police information document in his possession and any other objects required by the Director. Any failure to comply with the provisions of this article may be treated as a breach or misconduct. All such items shall be returned to the member at the end of the suspension, subject to any disciplinary sanctions that may be imposed.
35. Depending on the progress of the complaint, or upon request, the Director informs the complainant of the steps taken and the handling of the complaint.
36. The Director shall consider every complaint submitted to him and may in particular:
 - a) request additional information on the complaint;
 - b) reject the complaint if it considers it frivolous, vexatious, ill-founded or made in bad faith;
 - c) if the complaint appears to him or her to be well-founded, investigate the facts and events that led to the complaint.
37. The purpose of the investigation is to establish all the facts surrounding the situation reported. To this end, the investigator must, as far as possible, meet, interview and obtain a written statement from the persons concerned. The investigator must prepare a written report detailing all the steps taken and place in the complaint file.
38. Except in the case of an emergency and subject to article 31, the member against whom the complaint has been lodged shall, as far as possible, be interviewed by the investigator before any action is taken against him.

The purpose of this meeting is to enable the member to find out the facts of the case, and to explain and justify any misconduct.
39. The member must be notified in writing at least twenty-four (24) hours prior to such a meeting. This notice shall summarize the facts of the case.

At this meeting, the member has the right to be accompanied by a lawyer, a member of the department or any other person, with the exception of a person involved in the events complained of.
40. Following the filing of the investigation report and the examination of the complaint, the director or person in charge of discipline may, in particular:

- a) reject the complaint;
 - b) take disciplinary or administrative action against the member against whom the complaint has been lodged;
 - c) submit its recommendations to the appropriate authority (the KRG or the Chief of Police) for a decision on any disciplinary action to be taken against the member who is the subject of the complaint.
41. The final decision must be written, reasoned and signed. The Director immediately forwards a copy to the member against whom the complaint has been lodged and informs the complainant.
42. When a complaint against a member is dismissed, no mention of the complaint shall be noted in the member's employee file.
43. The Director shall submit to the KRG, no later than April 30 of each year, an annual report on his ethics and discipline activities for the department, including a summary of each complaint received and upheld during the past year, as well as the review and treatment thereof.

CHAPTER V
DISCIPLINARY SANCTIONS

44. The disciplinary sanction must be proportionate to the seriousness of the alleged breach, taking into account the circumstances surrounding the event, the member's general behaviour and the content of his disciplinary file.
45. Possible sanctions include:

<u>Warning:</u>	Verbal notice to a member of the department intended to correct a situation or misconduct. This notice is distinct from the communication provided for in article 19 of the present by-law and must be recorded in the police officer's file.
<u>Reprimand:</u>	Formal written notice requiring corrective action, a call for attention or caution regarding an obligation or omission in the performance of a duty.
<u>Suspension:</u>	Temporary stoppage of work, with or without pay, for a specified period of up to _____ . (To be determined by the KRG).
<u>Demotion:</u>	Disciplinary measure whereby an officer is reduced to a lower rank.
<u>Dismissal:</u>	Measure by which the employer permanently terminates the employment relationship with the member.

46. A gesture, act or omission reproached to a member of the department may not constitute more than one breach or fault and is not liable to more than one disciplinary sanction.
- However, multiple disciplinary sanctions are possible if several gestures, acts or omissions are committed simultaneously or successively.
47. The disciplinary sanction decided or recommended, as well as the conditions attached to it, must be proportional to the seriousness of the misconduct committed, taking into account in particular:

- a) mitigating or aggravating circumstances surrounding the commission of the breach;
- b) the member's disciplinary record;
- c) the position held by the member concerned; or
- d) damage to the Service's image or to the administration of justice and its consequences.

48. In particular, any fault may constitute a **major fault:**

- a) likely to constitute a criminal offence;
- b) involving death or serious injury to any person;
- c) affecting the protection of the rights or safety of the public;
- d) is likely to compromise public confidence in members of the police force or affect the image of the NPS;
- e) jeopardizing the bond of trust between the police officer concerned and his employer;
- f) may jeopardize the efficiency or quality of the service;
- g) which, in the opinion of the Director, should be dealt with according to the procedure applicable to a major fault.

It may also constitute a major fault;

- i) any minor offence that is a repeat offence for which a correction notice or reprimand has already been issued in application of the present by-law in the twenty-four (24) months preceding the commission of the offence in question; or
- ii) any minor misconduct - whether or not it constitutes a repeat offence - that is the result of two (2) disciplinary measures recorded in the police officer's personal file during the twenty-four (24) months preceding the event giving rise to the complaint being processed.

Any fault that does not qualify as a major fault as described above constitutes a minor fault.

- 49.** In addition to deciding or recommending the disciplinary sanction to be imposed on the member, the Chief Constable may also impose certain conditions to be complied with, including reimbursement for damages caused, the imposition of certain restrictions on his duties and, where provided for in the *Police Act*, a fine.
- 50.** The Superintendent of Police may require the member to undergo a medical examination or any other assessment of his abilities, when he has reasonable grounds to believe that such an examination is necessary. He may also require the member to undertake a training program or specific measures to upgrade his knowledge.
- 51.** Failure or refusal to comply with these conditions shall constitute a disciplinary offence.
- 52.** The Director, where applicable, shall determine the terms and conditions of any suspension with or without pay, in particular as regards its continuous or discontinuous nature and the dates of such suspension.

At the written request of a member who has been suspended without pay, the Director may recommend to the community authorities that the number of days during which the member would be deprived of pay be reduced, in whole or in part, by the member's annual vacation

and, in whole or in part, by the member's future statutory vacations at the rate of one per week.

- 53.** Any disciplinary sanction imposed by the Director is immediately enforceable, except in the case of dismissal of the member. In such cases, the disciplinary sanction imposed by the Director is subject to approval by the KRG, which must give its decision as soon as possible.

The KRG's decision to impose a sanction is communicated in writing to the member concerned. A copy is also sent to the member's manager and immediate superior, where applicable.

- 54.** When the disciplinary sanction recommended by the Director is dismissal, the member is immediately suspended until the final decision of the KRG.

- 55.** In accordance with section 119 of the *Police Act*,

The KRG must automatically remove any member who has been found guilty, in any place and by a judgment that has become *res judicata*, of an act or omission referred to in paragraph 3 of the first paragraph of section 115 of the *Police Act*, prosecutable only by way of indictment.

The KRG must impose a disciplinary sanction of dismissal on any police officer or special constable who has been found guilty, in any place and by a judgment having the force of *res judicata*, of an act or omission prosecutable either on summary conviction or by way of indictment, unless the police officer demonstrates that there are special circumstances justifying another sanction.

CHAPTER VI

DISCIPLINE ADMINISTRATION

- 56.** Disciplinary sanctions must take into account the individual, the context and the particular circumstances of each case.

- 57.** In addition to the sanctions described in article 51, the Director may, if he deems it in the interest of the service or the member, order that the sanctioned member comply with reasonable conditions in order to ensure his good conduct and prevent the repetition of disciplinary faults.

- 58.** Any disciplinary measure imposed shall be noted in the personnel file of the member concerned.

- 59.** A member on whom a disciplinary sanction other than dismissal has been imposed may, after three (3) years in the case of a disciplinary suspension without pay or demotion, and after two (2) years in the case of a warning or reprimand, apply in writing to the Director to have the sanction removed.

If the Director grants the request for removal, no mention of the disciplinary sanction remains in the member's personal file.

- 60.** No disciplinary sanction may be imposed on a member after two (2) years have elapsed since the commission of the disciplinary offence in question, except in the event that the offence also constitutes a criminal act punishable by indictment.

- 61.** The Director may, at the request of a party, order a reopening of an investigation to be held by himself or a designated officer according to the qualification of the fault, when one or more of the following circumstances occur:

- a) when the processing of the complaint has been vitiated by an irregularity, insofar as this irregularity has caused the member concerned, through no fault of his own, serious prejudice;
- b) when a party asserts new facts which, had they been known in good time, could have justified a different decision; or
- c) to correct any material error which may have caused serious prejudice to the member concerned.

CHAPTER IX
FINAL MEASURES

- 62.** Nothing in these By-laws shall be construed to restrict the authority of the Director or a superior, subject to subsequent ratification by the Director and, where applicable, the KRG, to provisionally relieve with or without pay, or assign to other duties, a member suspected of having committed a disciplinary offence, including a criminal or penal offence, where he is of the opinion that it is necessary to do so for the purpose of safeguarding the legitimate interests of the NPS including, in particular, its efficiency or credibility.
- 63.** The provisions of this by-law may not be interpreted as limiting the KRG's power to take administrative measures against a police officer when required.
- 64.** For the interpretation of the present by-law, a working day includes twenty-four (24) hours of work.
- 65.** This by-law shall not be construed as affecting any collective agreement between the KRG and the union representing NPS members.

These regulations come into force on the date of their adoption by the KRG

SCHEDULE F

Model provisions applicable to criminal allegations

This grid, inspired by the one used by the SQ, can serve as a reference tool for managers whose police force member is the subject of criminal allegations.

SITUATIONS		OPTIONS					ADDITIONAL NOTES
		F.H.	A.T.	P.T.	D.T.	S.T.	
SURVEY		x	x	x			
ACCUSATION	Infractions** and statutory laws	x	x	x			
	Criminal acts and mixed offences <small>* Possibly related to the performance of duties or to peace officer status</small>	x	x	x			
	Criminal acts and mixed offences prosecuted as criminal acts <small>Not related to the performance of duties</small>					x	*** Reimbursement of half salary if paid
VERDICT	Criminal guilt					x	
	Guilty of an offence or statutory law	x	x	x			
	Acquittal	x	x	x			
IMPRISONMENT	After the appearance until the verdict, as long as there is detention					x	
	After sentencing, as long as there is detention					x	
Crown seeks appeal after acquittal		x	x	x			

Note: This grid applies to all members, including sick members.

Caption: F.H.: Standard functions
A.T.: Temporary assignment
P.T.: Full salary
D.T.: Half treatment
S.T.: No treatment

* The expression "possibly related to the performance of his duties or to his status as a peace officer" does not apply to a crime committed under circumstances such that it is unreasonable to claim that the act in question could be related to police duties or to the status of peace officer.

** In the case of a criminal offence unrelated to the performance of duties, full salary is replaced by half salary after twelve (12) months from the laying of charges, if the trial has not commenced by that date. If the trial has not begun following a request for postponement from the Deputy Attorney General, this twelve (12) month period is extended by a period equal to the number of days between the scheduled trial date

and the date on which the trial is postponed. Where applicable, half salary is reimbursed if the member is acquitted.

*** A member charged with an indictable offence is also reimbursed half salary if convicted on a charge amended to summary conviction.

SCHEDULE G

"Ordinance no. 95-2 concerning the establishment of a regional police force

KATIVIK REGIONAL GOVERNMENT

Ordinance no. 95-02

Concerning the establishment of a Regional Police Force

- WHEREAS** pursuant to paragraph 21.0.1 of the *James Bay and Northern Québec Agreement (JBNQA)*, the Kativik Regional Government (KRG) is authorized to establish by ordinance and maintain a Regional Police Force in the territory under its jurisdiction;
- WHEREAS** pursuant to Section 369 of an *Act respecting Northern villages and the Kativik Regional Government (R.S.Q. c. V-6.1)* (hereafter the Kativik Act), the Regional Government is authorized to establish by ordinance and maintain a Regional Police Force;
- WHEREAS** the Kativik Regional Council deems advisable to establish a Regional Police Force.

The following is therefore enacted and decreed:

1. The preamble is an integral part of this ordinance.
2. In this ordinance, unless the context indicates otherwise:
 - a) "Council" means the Council of the Kativik Regional Government;
 - b) "Executive Committee" means the Executive Committee contemplated in Section 276 of the Kativik Act.
3. A regional police force is hereby created under the name of the Kativik Regional Police Force (KRPF).

It shall be the duty of the KRPF and each of its members, under the authority of its Chief, to maintain peace, order and public safety in the region, to prevent crime and infringements of the ordinances and by-laws of the KRG and the by-laws of the municipal corporations in the region and the laws of Canada and Quebec.
4. The KRPF shall consist of a Chief and Assistant-Chief, police officers and any other employees as necessary. Subject to this ordinance, the personnel of the KRPF shall discharge their duties under the authority of the Chief.
5. The Minister of Public Security shall appoint the Chief of the police force upon the recommendations of the Regional Government.

The Chief shall be appointed for a term not exceeding three years; his term may be renewed.

Notwithstanding the completion of his term, the Chief shall remain in office until his reappointment or replacement.

6. The Chief of the regional police force is in charge of the management of the KRPF and the organization and conduct of its police operations. He shall be under the authority of the Manager of the KRG according to the provisions of Section 303 paragraph (g) of the Kativik Act. However, the said Manager shall have no authority in any matter concerning a police inquiry.
7. The Chief of the KRPF shall :
 - (1) submit to the Executive Committee, at such times as it may fix but at least every other month, a report of the operations of the KRPF, in the form and on the terms and conditions determined by the Executive Committee;
 - (2) supply the Executive Committee with any information necessary for the discharge of the functions of the KRPF;
 - (3) submit to the Executive Committee any detailed report on criminal activities or on conditions that are disturbing to order, peace and public safety;
 - (4) prepare the annual budget of the KRPF.
8. The conditions of employment of the Chief, the police officers and other employees of the KRPF, shall be established in accordance with Section 302 of the Kativik Act.
9. This ordinance shall come into effect on the date of its publication.

IN FAVOUR:	13
OPPOSED:	0
ABSENTEES:	3
DATE OF ADOPTION:	May 30, 1995
DATE OF PUBLICATION:	
SPEAKER'S SIGNATURE:	Simiunie Sivuarapik
SECRETARY'S SIGNATURE:	Malee Saunders



SCHEDULE H

Policing services

In addition to the police services described in subparagraphs a) to c) of paragraph 2.2.2, the NPS must provide the following services:

Description of activities
Policing
Patrol
Answering calls
Transport of remand prisoners (1)
Crime scene protection
Hostage-taking or active shooter (containment capability)
Investigations
Sexual assault (2)
Assault
Robbery
Breaking and entering
Fire (3)
Vehicle theft
Drugs, alcohol and tobacco (4)
Fraud (5)
Theft and receiving stolen goods
Offence-related property
Vehicle accident
Mischief
Dangerous driving and impaired driving
Hit and run
Deaths (6)
Disappearances
Support services
Crime analysis
Fingerprinting and crime scene photography
Criminal intelligence
Violent crime linkage analysis system (ViCLAS)
Detention (1)
Custody of exhibits
Court liaison
Taking a bodily substance for genetic analysis
Managing mandates and locating individuals
Police file management
Public Affairs
Power supply and interrogation of the Centre de renseignements policiers du Québec (CRPQ)
Internal affairs
Telecommunications
Technical equipment and instructor (firearms)
Breathalyzer technician

- (1) The terms and conditions governing the police services to be provided by the NPS in connection with the transportation of accused persons and detention remain under discussion between the KRG and the Government of Quebec. The NPS is committed to providing the same services as at present, pending the outcome of these discussions.
- (2) Not involving aggravated acts, weapons or minors (Bill C-15 requirements).
- (3) No death, no arson.
- (4) Possession and local traffic only following NPS information.
- (5) Cheques only.
- (6) If not suspect.

Note 1: Each police force is responsible for the people, exhibits and other matters related to its own investigation.

Note 2: Search and rescue and emergency plans will be the subject of a protocol to be signed with the SQ.

SCHEDULE I

Annual report on NPS activities

The annual activity report of NPS according to paragraph 4.9.1 must include, but not be limited to:

- A description of NPS civilian and police personnel, including an organization chart;
- NPS Hiring and training activities;
- Statistical data on offences handled by NPS;
- Activities and programs delivered by NPS or in which it is involved, such as school visits, drug education, crime prevention, etc.;
- An inventory of vehicles;
- A description of police facilities, their condition and any improvements or work carried out during the past year;
- Statistical data on complaints from the public in regards to NPS, including the nature of these complaints;
- Complete inventory of weapons, including intermediary weapons.