

**AGREEMENT CONCERNING THE MODALITIES
RELATING TO THE PROVISION OF POLICE SERVICES
IN THE COMMUNITY OF KAHNAWÀ:KE**

TABLE OF CONTENTS

PART I

TERMS OF THIS AGREEMENT

1.	Description of this agreement	5
2.	Applicable legislation	5
3.	Declaration of nullity, invalidity or inapplicability by a competent court.....	5
4.	Legal scope of this Agreement	5
5.	Purpose of this Agreement.....	5

PART II

PROVISION OF POLICING SERVICES

6.	Peacekeepers and internal management	7
7.	Mission and territory of the Kahnawà:ke Peacekeepers.....	7
8.	Peacekeepers Services Board.....	8
9.	Hiring standards and required qualifications	9
10.	Swearing in	9
11.	Register	9
12.	Ethics and internal discipline.....	10
13.	Responsibilities of the Chief Peacekeeper	10

PART III

FINAL PROVISIONS

14.	Accountability of the Mohawk Council of Kahnawà:ke	12
15.	Liaison Committee	12
16.	Amendment.....	13
17.	Dispute resolution	13
18.	Termination	13
19.	Notice.....	13
20.	Duration of this Agreement.....	14

SCHEDULE "A": HIRING CONDITIONS AND REQUIREMENTS.....	16
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**AGREEMENT CONCERNING THE MODALITIES RELATING
TO THE PROVISION OF POLICE SERVICES
IN THE COMMUNITY OF KAHNAWÀ:KE**

BETWEEN:

THE MOHAWK COUNCIL OF KAHNAWÀ:KE
represented by the Policing Portfolio Chief
(hereinafter referred to as "the Council")

AND:

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

(hereinafter collectively referred to as the
"Parties")

WHEREAS the Council and Québec wish to maintain an effective, efficient, professional and culturally appropriate policing services in the territory of Kahnawà:ke, consistent with the needs and the public safety aspirations of the community of Kahnawà:ke and the principles of policing in Québec;

WHEREAS the Council and Québec initiated talks on the matter of policing in 1989, which resumed in 1993 and culminated in 1995 with a first tripartite policing agreement between the Council, Québec and Canada;

WHEREAS, on October 15, 1998, the Council and Québec have signed a "Statement of Understanding and Mutual Respect" and a "Framework Agreement", which establishes the basis of their relationship, including the relationship as it pertains to policing;

WHEREAS, the Council and Québec entered in March 30, 1999, into a second policing agreement and this agreement was renewed many times to expire in March 31st, 2010;

WHEREAS, on June 10, 2009, in a "*Statement of Understanding and Mutual Respect*", the Council and Québec have reiterated their mutual policy commitments;

WHEREAS, on July 16, 2009, the Council and Québec signed a "*Framework Agreement*" establishing, among other, a general framework to promote the review of existing sectorial agreements, including the 1999 agreement on police services;

WHEREAS the Council, Canada and Québec have agreed to sign an agreement for the funding of police services in the community of Kahnawà:ke for the April 1st, 2010 to March 31st, 2011 period to provide to the Council a financial contribution for expenses incurred by the Kahnawà:ke Peacekeepers in order to continue providing policing services within the territory of Kahnawà:ke and to the community of Kahnawà:ke ;

WHEREAS the Council and Québec wish now to enter into an agreement concerning the modalities on the provision of police services in the community of Kahnawà:ke for a period of five years.

CONSEQUENTLY, the Parties agree as follows:

PART I
TERMS OF THIS AGREEMENT

1. DESCRIPTION OF THIS AGREEMENT

This Agreement, its preamble and its schedule “A”, which form an integral part of this Agreement, constitute the entire agreement among the Parties.

2. APPLICABLE LEGISLATION

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

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 Agreement’s objectives can be achieved.

4. LEGAL SCOPE OF THIS AGREEMENT

- 4.1 This agreement shall not serve to recognize, define, affect, limit or create aboriginal rights or treaty rights. It shall not be interpreted to be an agreement or treaty within the meaning of section 35 of the Constitution Act, 1982 (R.S.C. (1985) app. II, n° 44).
- 4.2 The foregoing description of the territorial jurisdiction, set out in subsection 7.1, is without prejudice to the respective positions of the Council or Québec with regard to the community’s territorial boundaries.
- 4.3 This Agreement binds the successors and duly authorized parties to this effect.

5. PURPOSE OF THIS AGREEMENT

The main purpose of this Agreement is to:

- a) ensure that the community benefits from policing services that are professional, effective, and culturally appropriate;

- b) maintain the police force (referred to as the “Kahnawà:ke Peacekeepers”) to ensure the provision of policing services in the community in accordance with applicable laws;
- c) ensure that the community establishes structures that are independent of political powers to support the management and administration of the Kahnawà:ke Peacekeepers.

PART II

PROVISION OF POLICING SERVICES

6. PEACEKEEPERS AND INTERNAL MANAGEMENT

6.1 The Kahnawà:ke Peacekeepers is established under the Kahnawà:ke Peacekeepers Law K.R.L. c. P-1 amended by MCR #8 2005-2006 on October 17, 2005 and in accordance with this agreement.

6.2 The Kahnawà:ke Peacekeepers shall consist of a minimum of thirty-three (33) officers (full time), including the director (hereinafter referred to as the "Chief Peacekeeper").

Support staff shall assist the members of the Kahnawà:ke Peacekeepers with their work.

6.3 The Council shall be responsible for the maintenance and administration of the police force. It shall be the employer of the members of the Kahnawà:ke Peacekeepers, including the Chief Peacekeeper and support staff and it shall designate an authority (hereinafter "Kahnawà:ke Peacekeepers Services Board") to be responsible for their appointment.

The Kahnawà:ke Peacekeeper Services Board shall establish internal policies and procedures for the administration of the Kahnawà:ke Peacekeepers.

7. MISSION AND TERRITORY OF THE KAHNAWÀ:KE PEACEKEEPERS

7.1 The Kahnawà:ke Peacekeepers has a mission of maintaining peace, order and public safety in the territory described below, seeking out offenders, preventing and repressing crime and offences under the laws and regulations applicable in this territory:

a) *the lands, which are known as Reserve No. 14;*

b) *the lands, which are known as Doncaster Reserve No. 17.*

7.2 In the event where the territory of Kahnawà:ke should change, the parties agree to negotiate, in regard to the territory, a modification to this agreement.

7.3 The Kahnawà:ke Peacekeepers and each of its members shall ensure the safety of persons and property, safeguard rights and freedoms, respect and remain attentive to the needs of victims, and provide support to persons in the territory described in subsection 7.1.

In order to provide policing services within the territory described in subsection 7.1, the Kahnawà:ke Peacekeepers shall be responsible for:

- a) ensuring a police presence that makes it possible to respond to requests for assistance in a reasonable time;
 - b) conducting investigations, which include securing the crime scene, identifying the complainant and witnesses, taking statements, gathering clues and evidence, arresting the suspect(s), if possible, issuing statements of offence and making follow-up court appearances;
 - c) implementing crime prevention measures and programs.
- 7.4 In police investigations and operations, the Chief Peacekeeper and, Peacekeepers act independently and without interference and accordingly cannot be directly or indirectly instructed by the Council, its employees or any organization created by the Council.
- 7.5 The Parties recognize that the Kahnawà:ke Peacekeepers is of a distinctive nature and the provisions of this Agreement shall not be interpreted as meaning that Kahnawà:ke Peacekeepers are either a provincial or municipal police force.
- 7.6 The Parties recognize that effective policing requires mutual assistance and operational cooperation among the various police authorities that operate in Québec, and in keeping with their respective mandates and the applicable law. Accordingly, an operational protocol shall be established.

8. PEACEKEEPERS SERVICES BOARD

- 8.1 The Kahnawà:ke Peacekeepers Services Board will act as an oversight authority representative of the community in order to identify community issues, to provide direction with regard to public security priorities, and to provide recommendations to the Chief Peacekeeper.
- 8.2 The Kahnawà:ke Peacekeepers Services Board in cooperation with the Chief Peacekeeper, shall, within four (4) months following the end of each fiscal year covered by this Agreement, provide Québec with an annual report containing the operational and administrative activities of the Kahnawà:ke Peacekeepers as well as recommendations of the Kahnawà:ke Peacekeepers Services Board.

9. HIRING STANDARDS AND REQUIRED QUALIFICATIONS

- 9.1 In selecting police officers, the Council and Kahnawà:ke Peacekeeper Services Board shall ensure that the candidates meet the conditions and requirements listed in schedule "A".
- 9.2 In selecting a Chief Peacekeeper, the Council and Kahnawà:ke Peacekeeper Services Board shall ensure that the candidate not only meets the requirements set out in schedule "A", but also has relevant experience in managing a police force. The Council shall give preference to candidates who have a university degree or a certificate in police management, or shall encourage the candidate to obtain such a degree or diploma in a reasonable time.
- 9.3 In selecting a police-investigator, the Chief Peacekeeper, shall ensure that the candidate meets the requirements set out in schedule "A", as well as police-investigator training from an institution recognized by the parties.
- 9.4 Upon hiring all civilian support staff for the Kahnawà:ke Peacekeepers, the Council shall ensure these employees are of good moral character and are qualified to work in environments where confidential information is kept.
- 9.5 An institution recognized by the parties must dispense any training given to the Peacekeepers.

10. SWEARING IN

The Chief Peacekeeper shall take the oaths before a judge, a justice of the peace or any other commissioner for oaths, while other police officers shall take the same oaths before the Chief Peacekeeper.

11. REGISTER

- 11.1 The Peacekeepers Human Resources Department shall maintain an up-to-date register of members of the Kahnawà:ke Peacekeepers, which will include the following information for each member:
 - a) swearing-in date;
 - b) date of employment;
 - c) job description including duties, full-time, part-time job (number of hours);
 - d) number and expiry date of the Class 4A driver's licence;
 - e) diploma(s) and/or equivalence(s) recognized by the parties and date(s) obtained;

- f) date(s) obtained and title(s) of professional firearms certifications and re-certifications;
- g) date(s) obtained and title(s) of professional pepper spray certifications and re-certifications;
- h) date(s) obtained and title(s) of any other pertinent certification involving intermediary weapons, including the “expandable baton”.

In addition, upon termination of employment of a member of the Kahnawà:ke Peacekeepers, the date of termination must be indicated in the register.

- 11.2 For each member of the Kahnawà:ke Peacekeepers, all supporting documents shall be kept in a personnel file, under lock and key, and a copy of each shall be forwarded by April 30 on an annual basis, to the Kahnawà:ke Peacekeepers Services Board and forwarded to the Ministère de la Sécurité publique du Québec.

12. ETHICS AND INTERNAL DISCIPLINE

- 12.1 The Peacekeeper Officers, including the Chief Peacekeeper, are subject to the Code of Ethics prescribed in the Peacekeeper Law and all applicable laws and regulations.
- 12.2 The Council, through the recommendations of the Peacekeepers Services Board, shall adopt a policy on internal discipline for the members of the Kahnawà:ke Peacekeepers and shall submit a certified copy to Québec if requested to do so. The policy shall set out the duties and standards of conduct which police officers must observe in order to ensure their effectiveness, the quality of their services and respect for the authorities to which they report. More specifically, the policy shall indicate types of conduct, which constitute breaches of discipline and shall prescribe penalties.

13. RESPONSIBILITIES OF THE CHIEF PEACEKEEPER

- 13.1 In addition to meeting the obligations set out in the Peacekeeper Law and all applicable laws, the Chief Peacekeeper Director of the Police Force shall bear full responsibility for managing the Peacekeeper Department and services associated with effective public safety and security. His/her duties include:
 - a) assist the Peacekeepers Services Board in managing the Police Force and support staff and to ensure that policies and procedures are being respected;
 - b) manage the operations of the Kahnawà:ke Peacekeepers and support staff and coordinate police operations;

- c) ensure that the Peacekeeper Ethics Code and all applicable laws are respected;
 - d) ensure that material and equipment made available to the Kahnawà:ke Peacekeepers is used solely for the provision of policing services;
 - e) provide the Kahnawà:ke Peacekeepers Services Board and the Ministère de la Sécurité publique du Québec a copy of the ongoing training plan, transmitted to the Parties no later than April 1st of each fiscal year in accordance with paragraphs 3 to 6 of the *Police Act*;
 - f) provide an annual report to the Kahnawà:ke Peacekeepers Services Board and the Ministère de la Sécurité publique du Québec on the operations and administration of the Kahnawà:ke Peacekeepers, including public complaints and disciplinary files and crime prevention initiatives.
- 13.2 The Chief Peacekeeper shall develop and implement standard operational directives, and may adapt them to the cultural and local realities of the community, in accordance with the applicable statutes, regulations and departmental assessments.
- 13.3 The Chief Peacekeeper shall ensure that the members of the Kahnawà:ke Peacekeepers comply with the Peacekeeper Law and any statutes and regulations applicable and hold professional certifications and re-certifications for:
- a) the use of firearms;
 - b) the use of pepper spray;
 - c) the use of intermediary weapons.
- 13.4 The Chief Peacekeeper shall ensure that pertinent information is registered with the Centre de Renseignements Policiers du Québec (CRPQ) according to the procedure agreed upon with the Sûreté du Québec.
- 13.5 The Chief Peacekeeper shall provide Québec a complete inventory of weapons of the Kahnawà:ke Peacekeepers, including intermediary weapons by April 30th of every year covered by this agreement.

PART III

FINAL PROVISIONS

14. ACCOUNTABILITY OF THE MOHAWK COUNCIL OF KAHNAWÀ:KE

The Council 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 Council shall, at all times, ensure that all the obligations under this Agreement are fulfilled.

15. LIAISON COMMITTEE

15.1 A Liaison Committee is hereby established 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.

15.2 The Liaison Committee consists of at least one person representing each party, and will be disbanded at the end of this Agreement.

Each Party is responsible for designating the person(s) who will serve as its representative(s) on the Committee. Each Party shall inform the other Parties of the identity (ies) of its representative(s) within thirty (30) days upon the signature of this Agreement, or if applicable, within thirty (30) days following a vacancy or a resignation.

15.3 The Liaison Committee can make recommendations on any issue relating to the implementation and interpretation of this Agreement.

The Committee's recommendations are made by consensus but are not binding on the Parties to this Agreement.

15.4 The Committee shall meet as required during the term of this Agreement. In addition, any member of the Committee may call a special meeting by giving notice to the other members of the Committee at least fifteen (15) days prior to the date of the meeting unless extraordinary circumstances warrant less notice.

It is understood that any member of the Committee may invite observers and or technical specialists to the meetings, as required.

15.5 The Parties undertake to inform the Committee, on a timely basis, of any matters that may have a substantial impact on any or all of the Parties and that may adversely affect police operations. In such cases, the Party or all Parties shall provide the Committee with sufficient time to address the issue and to propose a solution or a satisfactory conclusion for all Parties.

16. AMENDMENT

This Agreement may be amended by the mutual written consent of the Parties. In order to be valid, any amendment to this Agreement must be made in writing and signed by the Parties or their duly authorized representatives.

17. DISPUTE RESOLUTION

17.1 In the event of a dispute amongst the Parties about the interpretation of any provision of this Agreement or in the event of an alleged breach of a term of this Agreement, the Parties shall submit the matter to the Liaison Committee for resolution.

17.2 The Committee has thirty (30) days to attempt to resolve the dispute.

17.3 If the Committee cannot resolve the dispute within thirty (30) days, any party may exercise its right to terminate this Agreement in accordance with article 18 or avail itself of any other remedy available in law.

18. TERMINATION

18.1 This Agreement may be terminated by any party upon thirty (30) days notice in writing to the other party.

18.2 Upon the termination of this Agreement, the Parties agree the Liaison Committee shall recommend appropriate transitional provisions to the Parties.

19. NOTICE

Any notice, request, information or any other document required with respect to this Agreement shall be deemed to be served if mailed or transmitted by fax. Any notice sent or transmitted by fax shall be deemed to have been received one business day after it was sent; any mailed notice shall be deemed to have been received eight (8) business days following its mailing.

All correspondence shall be sent to the following coordinates:

For the Council:

Mohawk Council of Kahnawà:ke
Attention: Policing Portfolio Chief
P.O. Box 720
Kahnawà:ke, Quebec, J0L 1B0
Fax: (450) 632-7276

For Québec:

Direction des affaires autochtones
Ministère de la Sécurité publique
2525, boul. Laurier
Tour du St-Laurent, 5^e étage
Québec, Québec, G1V 2L2
Fax: (418) 646-1869

20. DURATION OF THIS AGREEMENT

This Agreement comes into force on the date on which it is signed by all Parties and shall remain into force until March 31st, 2015. At the latest April 1st, 2014, the parties shall meet in order to negotiate a successor agreement to this Agreement. Failing agreement in this matter, this Agreement shall be renewed automatically for successive periods of five (5) years, unless one of the parties notifies the other by certified mail of its intention to terminate it. This notice must be given at least twelve (12) months before the expiration of the initial term or of any renewal term.

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

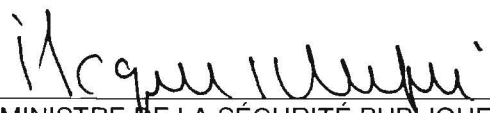
FOR THE COUNCIL,



THE POLICING PORTFOLIO CHIEF
MOHAWK COUNCIL OF KAHNAWÀ:KE

March 29 / 10
DATE

FOR THE GOUVERNEMENT DU QUÉBEC,



THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

March 31st 2010
DATE

AND



THE MINISTRE RESPONSABLE DES AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES
ET DE LA RÉFORME DES INSTITUTIONS
DÉMOCRATIQUES

31 mars 2010
DATE

AND



THE MINISTRE RESPONSABLE
DES AFFAIRES AUTOCHTONES

31 Mars 2010
DATE

SCHEDULE "A"

HIRING CONDITIONS AND REQUIREMENTS

In order to be eligible for hiring as a peacekeeper, a person must:

- a) be of good moral character as determined by the conclusions of a character investigation of the concerned person carried out under the supervision of the Chief Peacekeeper;
- b) not have been found guilty, in any place, of an act or omission defined in the *Criminal Code* (Revised Statutes of Canada, 1985, chapter C-46) as an offence, or of an offence referred to in section 183 of that Code under one of the acts listed therein;
- c) be at least twenty-one (21) years old;
- d) hold a valid and appropriate driver's licence;
- e) possess a high school diploma, or the equivalent;
- f) hold either of the following:
 - a college diploma in police techniques and complete with success a regular basic police training program "patrouille gendarmerie" at the École nationale de police du Québec
 - successful completion at a recognized policing training institute program in Canada
 - successful completion of a recognized Special Constable or Auxiliary Police Officer program in Canada
 - and meets or exceeds the standards of equivalence established by by-law of the École nationale de police du Québec;
- g) provide a set of his or her fingerprints to the Chief Peacekeeper or to the Kahnawà:ke Peacekeepers Human Resources Department, for verification and archiving;
- h) submit to a medical examination, and such other testing or screening requirement as the Kahnawà:ke Peacekeeper Services Board may require and be declared to be in good health and free of drugs and alcohol;
- i) speak, read and write English or French and have a working knowledge of the other language and of the Mohawk language, or be willing to acquire such working knowledge;
- j) meet such other requirements as the Kahnawà:ke Peacekeepers Services Board may establish.