

**AGREEMENT ON THE PROVISION OF POLICING SERVICES IN
THE KATIVIK REGION**

FOR THE PERIOD FROM APRIL 1st, 2014 TO MARCH 31st, 2018

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AMONG

THE KATIVIK REGIONAL GOVERNMENT,
represented by its Chairperson and
by its Secretary
(hereinafter referred to as the "KRG")

AND

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

AND

THE GOVERNMENT OF QUEBEC
represented by the minister de la Sécurité publique, the
ministre responsable des Affaires
intergouvernementales canadiennes et de la
Francophonie canadienne, and the ministre
responsable des Affaires autochtones
(hereinafter referred to as "Quebec")

(hereinafter collectively referred to as the "Parties")

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

WHEREAS the KRG is a municipality within the meaning of the *Police Act* (CQLR, chapter P-13.1) and the Kativik Regional Police Force (hereinafter referred to as the "KRPF") is governed in particular by this statute;

WHEREAS Canada and Quebec, while respecting their own jurisdictions, wish to provide a financial contribution for the expenses incurred by the KRG to maintain policing services to the population of Kativik region;

AND WHEREAS Canada shall provide its share of the financial contribution under this Agreement in accordance with its First Nations Policing Program (FNPP) and in compliance with the policies and terms and conditions related thereto.

CONSEQUENTLY, the Parties agree as follows:

PART I INTERPRETATION PROVISIONS

1.1 DESCRIPTION OF THIS AGREEMENT

This Agreement, including the Preamble and Schedules A (KRPF Budget), C (Due Dates), G (Regulations and administrative procedures on Internal Discipline : " Ordinance No. 2009-09 ", " Resolution No. 2012-280 ", " Resolution No. 2014-248 " and the " Code of internal discipline to the KRPF ») , I (Ordinance no 95-02 concerning the establishment of a Regional Police Force), and schedule J (Police tasks) that forms an integral part of this Agreement, constitutes the entire agreement among the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings.

Schedules B (Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding), D (Unexpended Funding Statement), E (Cash Flow Statement), F (Territory Maps), H (Model for Provisions Applicable to Criminal Allegation Cases), are attached for information purposes only.

1.2 APPLICABLE LEGISLATION

This Agreement shall be governed by and interpreted in accordance with the laws in force in the province of 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 Agreement's objectives can be achieved.

1.4 LEGAL SCOPE OF THE AGREEMENT

1.4.1 This Agreement:

- a) 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).
- b) shall not serve to modify, amend or abrogate the JBNQA and, without limiting the generality of the foregoing, nothing in this Agreement shall constitute a new supplementary agreement within the meaning of section 4 of the *James Bay and Northern Québec Native Claims Settlement Act* (S.C., 1976-1977, c. 32) and subsection

4.04 of the *Act approving the Agreement concerning James Bay and Northern Québec* (CQLR, chapter C-67).

1.4.2 This Agreement shall not serve to create a partnership, an association, a joint venture, or an employer-employee or agency relationship among the Parties.

1.4.3 The territory covered by this Agreement is called "Kativik region", and corresponds to the following territory:

"The territory covered by this Agreement, as defined in section 2, subsection v) of the *Kativik Act*, is the entire territory of Québec north of the 55th parallel, excluding category 1A and 1B lands destined 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* (chapter R-13.1), or in the meantime under the *Act respecting Cree, Inuit and Naskapi Native Persons* (chapter A-33.1)".

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

The territorial description applies strictly to this Agreement and is without prejudice to the respective positions of the KRG, Canada and Quebec with regard to the community's territorial boundaries.

1.4.4 The Agreement is binding upon the successors and assigns of the Parties.

1.5 PURPOSES OF THE AGREEMENT

The purposes of this Agreement are as follows:

- a) to maintain the KRPF which will ensure, in accordance with the *Police Act* (CQLR, chapter P-13.1), the provision of policing services in the Kativik region;
- b) to ensure that the population of the Kativik region benefits from policing services that meet its needs;
- c) to provide a contribution from Canada and Quebec for the funding of the policing services covered by this Agreement.

PART II PROVISION OF POLICING SERVICES

2.1 ESTABLISHMENT AND ADMINISTRATION OF THE POLICE SERVICE

2.1.1 KRPF named in this agreement is a police force in the sense of the *Police Act*. The KRG adopted " Ordinance No. 95-02 " pursuant to section 369 of the *Kativik Act* to establish and maintain the KRPF, and the said ordinance was approved by the ministre de la Sécurité publique du Québec, a certified copy of which appears in Schedule I to this Agreement.

2.1.2 Members of the KRPF are police officers within the meaning of section 374 of the *Kativik Act* and the meaning of *Police Act*, sworn in pursuant to schedules A and B of the *Police Act* or special constables appointed and sworn in pursuant to section 107 or 108 of the *Police Act*.

The KRPF shall consist of a minimum of fifty-eight (58) (full-time equivalent positions), including the Chief of KRPF.

The KRPF shall be assisted in its work by support staff.

2.1.3 The KRG shall be responsible for the administrative management of the KRPF and provides for its organization. It shall be the employer of the members of the KRPF, including the Chief and support staff, and shall also be responsible for their hiring. The KRG shall draw up their employment contracts, including paragraph 5.4.2 of this Agreement.

2.1.4 The KRG may establish internal policies and procedures for the administration of the KRPF.

2.2 MISSION AND RESPONSIBILITIES OF THE KRPF

2.2.1 The mission of the KRPF is outlined in section 93 of the *Police Act*. In accordance with sections 93 and 105 of the *Police Act* and section 371 of the *Kativik Act*, members of the KRPF shall maintain peace, order and public safety in the Kativik Region, prevent and control crime and offenses under the *Criminal Code* (R.S.C. 1985, c. C-46) and other applicable laws in Québec or by-laws of the KRG and the municipalities in the Kativik Region, as well as seek out offenders.

2.2.2 In order to provide policing services within the territory described in paragraph 1.4.3 and in compliance with the principles set out in section 48, paragraph 2, of the *Police Act*, the KRPF 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 includes 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;

- c) implementing crime prevention measures and programs, and;
- d) to provide the Police Tasks enumerated in Schedule J to this Agreement.

- 2.2.3 In police investigations and operations, the Chief of KRPF and police officers shall act freely and independently. Accordingly, the KRG, its employees and any organization established by the KRG shall not attempt to interfere with or give any instruction, directly or indirectly, to members of the KRPF or its Chief.
- 2.2.4 The Parties recognize that effective policing services require mutual assistance and operational cooperation among the various police authorities that operate in Quebec, in accordance with their respective mandates and the applicable laws.
- 2.2.5 This Agreement does not aim to change the mandate of the Royal Canadian Mounted Police (RCMP) or the Sûreté du Québec (SQ) under the applicable legislation.

2.3 HIRING STANDARDS AND REQUIRED QUALIFICATIONS

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

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

If the candidate has completed basic training in police patrolling at an institution other than the École nationale de police du Québec (ENPQ), the KRG shall ensure, prior to hiring, that the candidate has submitted proof of equivalency 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 In addition to meeting the hiring standards and required qualifications, the candidate selected by the KRG for the position of Chief of Police must possess relevant experience in managing a police service, the whole subject to the JBNQA. The KRG shall give preference to candidates who have a university degree or a certificate in police management, granted or recognized by the ENPQ, or, failing that, shall ensure that the candidate obtains such a degree or diploma in a reasonable time.

In exceptional circumstances, where there is a shortage of candidates who meet the requirements prescribed in subsections 2.3.1 and 2.3.2, the KRG may hire special constables who, in addition to meeting the conditions prescribed in subparagraphs 1 to 3 of the first paragraph of section 115 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 licence to drive an emergency motor vehicle; and
- c) have completed the training on use of force.

2.3.3 In selecting a police-investigator, the KRG shall ensure that the candidate meets the conditions of employment and required qualifications set out in subsection 2.3.1 of this Agreement, as well as police-investigator training provided or recognized by the ENPQ.

2.3.4 The KRG shall ensure that members of the KRPf support staff have good moral character and the qualifications needed to work in environments where confidential information is kept.

2.4 SPECIAL PROVISIONS FOR OBTAINING THE STATUS OF POLICE OFFICER

(Repealed)

2.5 SWEARING IN

2.5.1 The Chief of Police shall take the oaths set out in schedules A and B of the *Police Act* before the ministre de la Sécurité publique pursuant to section 373 of the *Kativik Act*, while other police officers and special constables shall take the same oaths pursuant to section 374 of the same act.

2.5.2 The special constables appointed by the ministre de la Sécurité publique by virtue of section 107 of the *Police Act* shall take the oaths prescribed in schedules A and B of the *Police Act* before a judge of the Québec Court.

2.5.3 The special constables appointed by the KRG by virtue of section 108 of the *Police Act* shall take the oaths prescribed in schedules A and B of the *Police Act* before the Director of KRPf or before a member of the Council of the KRG.

2.6 REGISTER

2.6.1 The KRG shall maintain a register of members of the KRPf that includes the following information:

- a) swearing-in date;
- b) employment start date (and end date, if applicable);
- c) job description (duties, full-time, part-time job (number of hours));
- d) class 4A driver's licence number and expiry date;
- e) diploma(s) and/or equivalency recognized by the ENPQ and date(s) obtained;
- f) title of professional firearms certification(s) and recertification(s) and date(s) obtained;
- g) title of professional pepper spray certification(s) and recertification(s) and date(s) obtained;
- h) title of professional conducted energy device certification(s) and recertification(s) and date(s) obtained;

- i) title of any other relevant certification involving intermediary weapons, including "expandable baton," and date(s) obtained.

2.6.2 For each member of the KRPF, all supporting documents shall be kept in a personal file, under lock and key, and a copy of each file shall be sent promptly to the Ministère de la Sécurité publique (MSP).

2.7 ETHICS AND INTERNAL DISCIPLINE

2.7.1 The KRG has adopted a regulation on internal discipline with which police officers, including the Chief, must comply, in addition to the obligations set out in the Code of Ethics of Québec Police Officers (CQLR, chapter P-13.1, r.1). The regulation must be sent on request to the MSP.

As set out in section 258 of the *Police Act*, this regulation sets 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, it must indicate the types of conduct that constitute breaches of discipline, establish a disciplinary procedure, determine the powers of disciplinary authorities, and specify sanctions. The regulations and administrative procedures relating to internal discipline are currently included in the " Ordinance No. 2009-09," the " Resolution No. 2012-280 ", " Resolution No. 2014-248 " and " Code of internal discipline to the KRPF "), copies of which are attached as Schedule G to this Agreement.

2.7.2 In cases where the Chief of KRPF is the subject of a complaint, the KRG is responsible for applying the disciplinary procedure set out in the regulation and imposing sanctions, as needed.

2.8 CRIMINAL ALLEGATIONS

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

2.8.2 The KRG may follow the model of provisions applicable to criminal allegation cases in Schedule H.

Within 30 days of this Agreement coming into effect, the KRG shall send a copy of these provisions to Quebec and Canada, and it shall send any amendments thereto without delay.

Unless it adopts and sends its own provisions applicable to criminal allegation cases, the KRG shall be deemed to have adopted those in Schedule H.

2.9 RESPONSIBILITIES OF THE POLICE CHIEF

2.9.1 In addition to meeting the obligations set out in the *Police Act*, the Chief of the KRPF shall bear full responsibility for managing the Police Service, in accordance with efficient police management procedures already in place. The Chief's duties include:

- a) assisting the KRG in managing the KRPF and support staff and ensuring that policies and procedures established by the KRG are being respected;
- b) managing the operations of the KRPF and support staff and coordinating police operations;
- c) ensuring compliance with the *Code of Ethics of Québec Police Officers* (CQLR, chapter. P-13.1, r.1), the regulation on internal discipline and provisions applicable to criminal allegation cases;
- d) ensuring that materials and equipment made available to the KRPF are used solely for the provision of policing services;
- e) providing the MSP with a copy of the continuous training plan, which must be sent to the ENPQ no later than April 1 of each year under sections 3 to 6 of the *Police Act* 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 KRPF, including public complaints.

2.9.2 The Chief of KRPF shall adopt operational directives that comply with the *Manual of Police Practices* provided to the service police by the MSP, in accordance with section 304 of the *Police Act*, and may adapt them to the cultural and local realities of the Kativik Region, in accordance with the applicable statutes and regulations.

2.9.3 The Chief of KRPF shall ensure that the members of the KRPF comply with the applicable statutes and regulations and hold the required professional certifications and recertifications for:

- a) use of firearms;
- b) use of pepper spray;
- c) use of conducted energy devices;
- d) use of intermediary weapons.

2.9.4 The Chief of KRPF shall ensure that pertinent information is registered with the Centre de renseignements policiers du Québec (CRPQ) according to the procedure agreed upon with the SQ.

2.10 REDUCTION IN PAY OR DISMISSAL OF THE POLICE CHIEF

The KRG may, for cause, by resolution duly adopted to this effect, reduce the pay or terminate the employment of the Chief of the KRPF. In case of dismissal of the Chief of the KRPF, the KRG shall promptly give written notice to Québec.

**PART III
FACILITY AND EQUIPMENT**

3.1 POLICE FACILITY

- 3.1.1 The KRG shall provide police facilities for the use of the KRPF for the provision of policing services.
- 3.1.2 The KRG shall ensure that the police facilities provided pursuant to paragraph 3.1.1 complies with applicable fire safety and occupational health and safety standards. To determine compliance with fire safety standards and occupational health and safety standards, the KRG is committed to realize by an independent expert or representative of the KRG, approved by Canada and Quebec, the inspection of its 14 police stations according to the following calender:
- a) For Fiscal Year 2014-2015:
inspection of two (2) police stations;
 - b) For Fiscal Year 2015-2016:
Inspection of four (4) police stations.
 - c) For Fiscal Year 2016-2017:
Inspection of four (4) police stations.
 - d) For Fiscal Year 2017-2018:
Inspection of four (4) police stations.

The independent expert will submit to the KRG, Canada and Quebec, as well as the insurer a detailed report of each inspection.

Within sixty (60) days after the deposit of each report, if the facilities are lacking, the KRG will submit to the Canada and Quebec a plan of corrective actions that it will make to the facilities to remedy these deficiencies. These corrective actions will be made in a timely manner, considering the seriousness of the deficiencies as well as the interim measures that will be taken by the KRG to ensure the health and safety of the members of the KRPF and the public. Canada or Quebec may ask the KRG to clarify or modify its corrective plan if it believes that the plan does not show that the KRG will be able to fulfil its obligations under this Agreement and ensure the health and safety of the members of the KRPF and the public.

If the KRG is unable to correct the deficiencies, the Parties may terminate this Agreement.

- 3.1.3 The inspection report under paragraph 3.1.2 must:
- a) detail the qualifications of the author and the findings of the inspection;
 - b) emphasize compliance with the *Quebec Construction Code, Chapter I, Building, and National Building Code of Canada 2005 (amended)* and the *Quebec Safety Code, Chapter VIII – Building, and National Fire Code of Canada 2010 (amended)* and make

appropriate recommendations considering the geographic location of the facility occupied by the CPRK;

c) include photographs of the deficiencies identified.

- 3.1.4 It is the sole responsibility of the KRG to ensure that the facility complies with the applicable fire safety and occupational health and safety standards. Neither Canada nor Quebec may be held responsible by the KRG for a breach of its obligations to provide a facility that meets these standards and to inform its insurer of any risks associated with this facility and correct any deficiency.
- 3.1.5 The KRG recognizes that section 3.1 does not represent a commitment by Canada or Quebec to fund the corrective actions required to remedy the deficiencies in the police facility. The KRG may, however, rework the KRPF's budget set out in Schedule A, as permitted under Part IV of this Agreement, on the condition that these costs are eligible costs.
- 3.1.6 If rent is charged by a third party for the facility occupied by the KRPF, it shall 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. The KRG shall provide to Canada and Quebec, within a year after the signing of this Agreement, an attestation from a member of the Ordre des évaluateurs agréés du Québec or another professional confirming the rental value of the rented facility and that the rent charged is reasonable with regard to the local market.

3.2 MATERIAL AND EQUIPMENT

- 3.2.1 The KRG, further to recommendations from the Chief of KRPF, shall supply material and equipment needed to provide policing services, with the funds provided by Canada and Quebec and, in regards to firearms, in accordance with the applicable firearms statutes and regulations.
- 3.2.2 The KRG shall provide to Canada and Quebec a complete inventory of weapons of the KRPF, including intermediary weapons:
- a) within thirty (30) days of the commencement of this Agreement, if before signing this Agreement, the KRG did not provide Canada and Quebec with a complete inventory;
 - b) within four (4) months following the end of each fiscal year, as described in paragraph 4.9.1;
 - c) upon the expiration or termination of this Agreement;
 - d) without delay, upon request from Quebec.

3.3 DISPOSAL OF MATERIAL AND EQUIPMENT

3.3.1 The KRG is responsible for the maintenance of material and equipment of the KRPF.

3.3.2 The KRG agrees to replace the material and equipment if:

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

3.3.3 During the term of this Agreement, material and equipment of the KRPF may be sold by the KRG at fair 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 proceeds of such sales shall exclude any amortisation costs. The sum due to Canada and Quebec can be reimbursed to them by:

- a) reducing proportionally the payment to be made under this Agreement or any other subsequent agreement;
- b) in any other circumstance, 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 thirty (30) days following the transaction date.
Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Quebec shall be made to the Minister of Finance of Quebec.
- c) notwithstanding subsections 3.3.3 a) and b), Canada and Quebec may, jointly and in writing, agree that the KRG keep the proceeds of the sales to acquire material and equipment for the provision of policing services.

3.3.4 Upon the expiration or termination of this Agreement, the KRG shall dispose of the KRPF 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 KRPF, its officials, police officers and other employees and agents assigned to policing activities, including the activities of the KRG under this Agreement.

This insurance shall offer protection in an amount of no less than ten million dollars (\$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 civil liability, the policy shall also contain a cross liability clause. It shall provide Quebec and Canada with similar coverage and protection to that provided to the other insured parties and beneficiaries.

- 3.4.2 The KRG shall contract and maintain insurance coverage of no less than two million dollars (\$2,000,000) for motor vehicles owned, used by or registered to the KRPF.
- 3.4.3 The KRG shall provide Canada and Quebec with proof of insurance (copy of insurance policy or insurance policies, including any riders) within thirty (30) days following the commencement of this Agreement and, subsequently, within thirty (30) days of the renewal or amendment of the insurance.
- 3.4.4 The KRG shall advise Canada and Quebec, without delay, if the insurer terminates or amends the insurance.

**PART IV
FUNDING ARRANGEMENTS FOR POLICING SERVICES**

4.1 INFORMATION TO THE PUBLIC

- 4.1.1 The KRG hereby agrees that Canada and Quebec may publicly announce their contribution with respect to 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 when necessary to comply with the Parties' requirements regarding public accounts, Canada and Quebec shall ensure that all 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 in Schedule A of this Agreement, at:
\$16,929,463 for Fiscal Year 2014-2015;
\$17,061,338 for Fiscal Year 2015-2016;
\$17,195,192 for Fiscal Year 2016-2017;
\$17,331,052 for Fiscal Year 2017-2018;
- totalling \$68,517,045 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: fifty-two per cent (52%) for Canada and forty-eight per cent (48%) for Quebec.

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

- a) for Fiscal Year 2014-2015:
\$ 8,803,321 for Canada;
\$ 8,126,142 for Quebec.
- b) for Fiscal Year 2015-2016:
\$ 8,871,896 for Canada;
\$ 8,189,442 for Quebec.
- c) for Fiscal Year 2016-2017:
\$ 8,941,500 for Canada;

\$ 8,253,692 for Quebec.

- d) for Fiscal Year 2017-2018:
\$ 9,012,147 for Canada;
\$ 8,318,905 for Quebec.

4.2.3 The KRG shall respect the budget set out in Schedule A (KRPF Budget). However, it may reallocate funds between budget items, without authorization or preparing an amended budget, when the reallocation is less than the lesser of the following amounts:

- a) twenty per cent (20%) of one of the amounts identified under one of the budget items in Schedule A, or
- b) \$100,000.

4.2.4 If the reallocation is higher than the lesser of the amounts indicated in 4.2.3, or if the budgetary 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.

4.2.5 The KRG shall also obtain the written authorization of Canada and Quebec to carry out a reallocation when the budgetary reallocation could have as a result that all budgetary reallocations carried out by the recipient under paragraph 4.2.3 for a fiscal year exceed 20% of the total contribution by Canada and Quebec for that fiscal year.

4.2.6 The authorization request under paragraphs 4.2.4 and 4.2.5 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 Carryover of Unexpended Funding and Reallocation of Funding).

4.2.7 Budgetary reallocations shall be clearly identified in the quarterly cash flow statement referred to in paragraph 4.3.1 and the audited annual financial statements referred to in paragraph 4.9.2.

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, 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 E Cash Flow Statement) and shall be updated quarterly, including the statement of revenues and expenditures for the preceding quarter and the projections for future quarters. The KRG shall include General Ledger entries pertinent to the KRPF.

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:

twenty-five percent (25%) of its share, on May 1st, July 1st, October 1st, and January 1st of each fiscal year covered by this Agreement.

4.3.3 The payment schedule for Quebec is as follows:

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

twenty-five percent (25%) of its share on June 1st, August 1st, November 1st, and February 1st of each fiscal year covered by this Agreement.

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 section 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 not spent, the KRG acknowledges that it is owed to Canada and Quebec.

4.3.6 Canada and Quebec may authorize the KRG to retain that amount as partial payment of their respective obligations and thus proportionally 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 Aboriginal 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 the annual appropriation required, granted by the National Assembly to the Ministère de la Sécurité publique, to fund Aboriginal policing services for the fiscal year during which the payment of Quebec's contribution is likely to become due.

4.4.2 In the event that funding is no longer available or has been decreased for Aboriginal policing services, Canada or Quebec may reduce their contribution or terminate this Agreement. Such a reduction or termination will take effect thirty (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 contribution reduction, 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 thirty (30) days following the receipt of the notice by Canada and Quebec.

- 4.4.4 The KRG agrees to declare, in writing, within thirty (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 following terms and conditions:

- a) any unexpended funding, to a maximum of twenty percent (20%) of the annual contribution, remaining at the end of a fiscal year may be carried over to the next fiscal year upon request in writing by the KRG to Canada and Quebec, with the written approval of Canada and Quebec;
- b) the request shall describe how the KRG plans to use the unexpended funding and include any information required by Canada and Quebec, and shall be presented in accordance with their requirements (see Schedule "B" - Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding);
- c) unexpended funding carried over in this manner shall be used exclusively to deliver policing services in the Kativik region and, in particular, to continue delivering on FNPP objectives. Such unexpended funding shall be clearly identified in the quarterly cash flow statement provided for in paragraph 4.3.1 and the annual audited financial statements provided for in paragraph 4.9.2; and
- d) any unexpended funding remaining upon expiry of this Agreement constitutes a debt due to Canada and to Quebec and shall be reimbursed to Canada and Quebec in proportion to their initial contributions as set out in paragraph 4.2.2.

- 4.5.2 At the end of each fiscal year, any deficit of the KRPF budget of schedule A of this Agreement remains the responsibility of the KRG and cannot be carried forward to the next fiscal year.

- 4.5.3 This section applies only to amounts paid according to the budget under this Agreement.

4.6 ALLOCATION OF EXPENSES AND ADMISSIBLE COSTS

- 4.6.1 The KRG shall allocate contributions obtained under this Agreement exclusively to the following expenses, which must not exceed what is set out in Schedule A:

- a) Pay and benefits for the Chief of Police, police officers and support staff pursuant to paragraph 2.1.2, including permanent, temporary and casual civilian staff as well

as professional, technical, custodial, clerical and administrative staff. Pay and benefits may include:

- i. overtime pay;
- ii. Mandatory Employment Related Costs (MERCs), private pension plan contributions and other employee benefit plans;
- iii. workers compensation programs;
- iv. severance and other human resource-related contingent liabilities;
- v. isolation/remoteness pay;
- vi. shift premiums;
- vii. maternity leave;
- viii. plain clothes allowances;
- ix. sick leave; and
- x. employee assistance programs.

b) Administrative expenses approved in the budget including:

- i. office telephone and fax;
- ii. postage and courier costs;
- iii. office supplies;
- iv. office furniture;
- v. office equipment purchases and leases (such as photocopiers);
- vi. printing;
- vii. translation services;
- viii. standard bank fees, excluding interest and loans;
- ix. promotional or community relations items.

Administrative expenses shall not exceed 15% of the total value of this Agreement and shall be supported by appropriate documentation.

c) Police equipment, including:

- i. uniform/officer kit;
- ii. provincially approved use of force equipment (handcuffs, batons, guns, etc.); and
- iii. ammunition, photographic equipment, portable radios and protective equipment (vests, helmets, shields, etc.).

d) Transportation expenses and related equipment, including:

- i. vehicles, boats, ATVs, and snowmobiles (including expenses for repairs and maintenance);
- ii. licensing fees and fuel;
- iii. accessories (including lights, sirens and in-car video) and moveable docks; and
- iv. cargo shipping for employees in remote locations.

e) Expenses related to employee travel to and from remote locations.

f) Expenses related to prisoners' keep and escorts.

- g) Information technology and communications equipment and associated expenses, including:
- i. radios, computers and related information technology equipment, including but not limited to in-car information technology equipment;
 - ii. software;
 - iii. closed circuit television;
 - iv. Internet;
 - v. computer-aided dispatch and records management systems;
 - vi. electronic vehicle licensing information from the Canadian Police Information Centre;
 - vii. pagers, cell phones, tablets, satellite phones, dispatch equipment and moveable telecommunication towers attached to the police detachments;
 - viii. audio/visual aids; and
 - ix. repairs and maintenance for information technology and communications equipment.
- h) Training and recruitment expenses, as well as advertising, including:
- i. recruit assessment;
 - ii. travel to and from training;
 - iii. training allowances to defray living expenses while in training (not exceeding amounts set in National Joint Council guideline);
 - iv. promotional exams;
 - v. re-qualification training;
 - vi. drivers' education; and
 - vii. training/upgrading required to allow otherwise unqualified candidates to meet minimum hiring standards.
- i) Rent subsidies for housing of officers, where applicable.
- j) Expenses related to the police facility required under section 3.1, including:
- i. rent assessed at fair market value or equivalent costs;
 - ii. costs associated with fire safety and occupational health and safety inspections;
 - iii. costs associated with maintenance;
 - iv. costs associated with environmental assessment and remediation;
 - v. utilities such as electricity, water and sewer, heating and minor repairs;
 - vi. alarm systems; and
 - vii. janitorial equipment and ground maintenance supplies.
- k) Expenses to assist the KRG in fulfilling the obligation set out in paragraph 3.1.1 under which the KRG shall provide a police facility, where the police facility is owned by and remains the property of the KRG, including:
- i. renovation of an existing police facility;
 - ii. onsite construction of a new, permanent police facility; and

iii. acquisition and installation of a modular police facility built offsite.

- l) Expenses related to the insurance premiums required under section 3.4 of this Agreement.
- m) Legal costs related to the operations of the KRPF, excluding those related to the negotiation of this Agreement; and
- n) Professional fees related to the preparation of financial statements required under this Agreement.

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

4.7 DECLARATIONS OF THE KRG

4.7.1 The KRG declares that the Budget in Schedule A describes all funds from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement except amounts of KRPF budget in Annex A of the *Agreement for additional funding on the provision of policing services 2014-2018*.

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

4.7.2 If any funds provided by another federal or Quebec department or agency 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 amounts provided by the other federal or Quebec department or agency. 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, including a separate bank account, clearly identifying revenues and expenditures for the provisions 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 *Canadian Institute of Chartered Accountants 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 materials and records relating to this Agreement upon its effective date, for a period of no less than five (5) years following the expiry or termination of this Agreement;
- d) allow Canada and Quebec to access activity sites and its place of business and make available to them any supporting documentation, files, records or other documents at their request.

4.9 REPORTING AND ACCOUNTABILITY

4.9.1 The KRG shall, within four (4) months following the end of each fiscal year, provide Canada and Quebec with an annual report of the activities of the KRPf, including the following information:

- a) a description of the KRPf police and civilian personnel, including an organizational chart;
- b) the KRPf hiring and training activities;
- c) statistical data on caseload information handled by the KRPf;
- d) activities and programs delivered by the KRPf or in which it is involved, such as school visits, drug education, crime prevention, etc.;
- e) an inventory of vehicles;
- f) a description of the police facility, facility conditions and any improvements or any work carried out over the past year;
- g) statistical data on complaints from the public in regard to the KRPf, including the nature of the complaints;
- h) complete inventory of weapons, including intermediary weapons.

4.9.2 Within six (6) months following the end of each fiscal year, the KRG shall provide Canada and Québec 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 *Canadian Institute of Chartered Accountants 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;
- e) they were prepared by professional accountants who are independent of the KRG and are active members in good standing of the Ordre des comptables professionnels agréés du Québec (CPA).

4.9.3 Within thirty (30) days following 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 supporting documents requested by Canada and Quebec for the financial statement provided for in paragraph 4.9.2 or the cash flow statement provided for in paragraph 4.3.1, including relevant General Ledger entries, within the time frames set out in these sections 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 that Canada and Quebec deem necessary for the purposes of this Agreement.

4.10 OVERPAYMENT

4.10.1 The KRG is deemed to have received an overpayment of contributions provided by Canada and Quebec under this Agreement in the following circumstances:

- a) sums were paid to the KRG but remained unexpended by the end of the last fiscal year covered by the Agreement or the date of termination of this Agreement;
- b) the KRG financial statements, audited by an independent certified accountant, have been completed and an overpayment has been identified as a result of inadmissible expenditures or costs;
- c) Canada or Quebec carries out a financial analysis or audits the financial statements of the KRG and an overpayment is identified as a result of inadmissible expenditures or costs;
- d) for any other reason, the KRG was not entitled to the 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 inadmissible 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 thirty (30) days following the date of receipt of notice from Canada or Quebec. If, however, the overpayment has been identified in the audited financial statement, 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 of Canada and reimbursements due to Quebec shall be made to the Minister of Finance of Quebec.
- 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 three percent (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 (5) 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 independent auditors with access, without charge, to the facilities during regular business hours within seventy-two (72) hours after receiving written notification and shall make available to them any supporting document, 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 may be made available to the public through posting on the Public Safety Canada Internet site (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 KRPF. 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 fifteen percent (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 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 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.

PART V 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-1.01), 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) and the *Lobbying Transparency and Ethics Act* (CQLR, chapter T-11.011). (Note: *This provision does not apply to acts performed by members of the council of a band, persons on their staff or employees, when acting in their official capacity, as defined in subsection 2(1) of the Indian Act (R.S.C. 1985, c. I-5) or of the Council of an Indian band established by an Act of Parliament.*)

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 The KRG shall not represent itself, in an agreement with a third party or otherwise, as being an associate, partner, joint-venturer, agent 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 a partnership or a joint venture with Canada or Quebec.
- 5.4.3 The KRG shall include in employment contracts with its police 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 and take up their defence from and against 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 of this Agreement.
- 5.5.2 Neither Canada nor Quebec shall be responsible for the death, or any bodily or personal injury or property damage of any nature whatsoever that the KRG or its members, employees, 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 have the right to 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.

PART VI 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 LIASON 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.

The Parties agree that any situation where, in the opinion of Canada or Quebec, the KRPF 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 thirty (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 sixty (60) days. To assist it in resolving the dispute, the Committee may seek the services of a third party in order to obtain advice and counsel. Any costs shall be shared equally by the Parties.
- 6.5.3 If the Liaison Committee is unable to resolve the dispute within sixty (60) days, 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 the default to the satisfaction of Canada or Quebec within the thirty (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 The termination shall take effect:
- a) subject to paragraph 6.6.1 a), thirty (30) days upon receipt of the notice that Canada or Quebec, as the case may be, informs the other Parties;
 - b) subject to paragraph 6.6.1 b), thirty (30) days upon receipt, by Canada and Quebec, of a notice from the KRG to this effect;
 - c) subject to paragraph 6.6.1 c), on the date indicated in the notice provided by Canada or Quebec to this effect; or

- d) subject to paragraph 6.6.1 d), upon expiry of ninety (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 NON-RENEWAL OF THE AGREEMENT

6.7.1 Upon termination or expiry of this Agreement, if it is not being renewed, the KRG shall:

- a) provide Canada and Quebec with a complete inventory of weapons of the KRPF, including intermediary weapons;
- b) remit immediately to the SQ, for safe storage, weapons belonging to the KRPF, including intermediary weapons, as well as all documents, files, evidence and seized weapons or weapons under the control of the KRPF, including intermediary weapons;
- c) ensure that weapons belonging to the KRPF, including intermediary weapons, in accordance with the applicable statutes and regulations, are sold to another Police Service or destroyed in a timely manner;
- 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 thirty (30) days following the termination or expiry of this Agreement;
- g) reimburse, when applicable, 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 KRPF funded under this Agreement, an occupancy agreement for the police facility referred to in paragraph 3.1.1, or, if this police service 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 section 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 thirty (30) days following the transaction date. Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Quebec shall be made to the Minister of Finance of Quebec.

- 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 three percent (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 will 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 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 Canada:

Public Safety Canada
Emergency Management and Programs Branch
First Nations Policing Program (FNPP)
Attn: Manager, Quebec
115 Du Loup St
Wendake QC G0A 4V0
Fax: 418-840-1872

For Québec:

Ministère de la Sécurité publique du Québec
Direction principale de la sécurité dans les palais de
justice et des affaires autochtones et du Nord
2525 Laurier Blvd
Québec QC G1V 2L2
Fax: 418-646-1869

For the KRG:

Kativik Regional Government
Attn: Director General
P.O. Box 9
Kuujuaq QC J0M 1C0
Fax: 819 964-2956

- 6.9.2 Each Party shall 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 April 1st, 2014 to March 31st, 2018 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, 2018, to maintain the provisions of this Agreement, these provisions, except the sections regarding funding in Part 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, 2019, the provisions of this Agreement will expire.

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

FOR THE KATIVIK REGIONAL GOVERNMENT,



THE CHAIRPERSON

Signed on

AND



THE SECRETARY

Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,



MINISTER OF PUBLIC SAFETY
AND EMERGENCY PREPAREDNESS

JAN 15 2015

Signed on


FOR THE GOVERNMENT OF QUEBEC,


LA MINISTRE DE LA SÉCURITÉ PUBLIQUE


Signed on

and


LE MINISTRE RESPONSABLE DES AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES
ET DE LA FRANCOPHONIE CANADIENNE


Signed on

and


LE MINISTRE RESPONSABLE DES AFFAIRES
AUTOCHTONES


Signed on

SCHEDULE A

KRPF Budget

SCHEDULE A – Budget for the Police Force

* Instructions Please complete the Blue cells only. The totals and percentages are calculated automatically.

	2014-2016	2016-2016	2016-2017	2017-2018		
Minimum number of police officers (as described in paragraph 2.1.2)	58,0	58,0	58,0	58,0		
Revenue Sources	MULTI-YEAR BUDGET					
	2014-2016	2016-2016	2016-2017	2017-2018	Total	
Contribution of Canada	\$8 803 321	\$8 871 896	\$8 941 500	\$9 012 147	\$35 628 864	
Contribution of Québec	\$8 126 142	\$8 189 442	\$8 253 692	\$8 318 905	\$32 888 181	
Total Revenues	\$16 929 463	\$17 061 338	\$17 195 192	\$17 331 052	\$68 517 045	
Percentage (Canada)	52%	52%	52%	52%	52%	
Percentage (Québec)	48%	48%	48%	48%	48%	
Proposed cost categories* (Proposed eligible cost categories)					Enter the type of expenditures according to your General Ledger	
Salaries and benefits	\$9 549 885	\$9 681 760	\$9 815 614	\$9 951 474	\$38 998 733	Salaries, Salary Premiums, Fringe Benefits, Holidays/Other pay, RRSP cost, Employer Contribution, Group Insurance, Employer Contribution, CSST - CCG, Relocation, Cargo/CLD/Other ben, Annu Leave Traps, Overtime
Administrative expenses	\$1 262 695	\$1 328 473	\$1 333 898	\$1 343 383	\$5 268 449	Administration Charges
Expenses, which are deemed reasonable through a detailed budget review, necessary to fulfil the roles and responsibilities of the police governing authority	\$0	\$0	\$0	\$0	\$0	
Police Equipment	\$0	\$0	\$0	\$0	\$0	
Transportation Expenses and related equipment	\$426 125	\$396 000	\$386 000	\$376 000	\$1 584 125	Maintenance & Repair Vehicle, Fuel - Vehicle, Gas - Vehicle, Vehicle Parts, License and Plates Vehicle, Vehicle Rental, Transfer to department (Vehicle repairs), Interest - Internal Loan, Capital Internal Loan, Financing Charges, Shipping Expenses
Expenses related to employee travel to and from remote locations	\$329 374	\$329 374	\$329 374	\$329 374	\$1 317 496	Travel Airfare, Travel Expenses, Airfare & Expenses - Court
Expenses related to prisoners' keep and escorts	\$1 266 830	\$1 261 704	\$1 261 704	\$1 261 704	\$5 051 942	Contribution - Prison Guarding Services, Contribution - Transportation of Detained Persons
Information technology and communications equipment	\$277 680	\$278 000	\$278 000	\$278 000	\$1 111 680	Telecommunications, Additional Transfer to Department IT
Training and recruitment expenses	\$123 201	\$120 000	\$120 000	\$120 000	\$483 201	Training and Coaching
Rent subsidies for housing for officers	\$1 345 012	\$1 316 527	\$1 321 102	\$1 321 617	\$5 304 258	Housing charge KRG
Police facility costs	\$2 127 161	\$2 128 000	\$2 128 000	\$2 128 000	\$8 511 161	Police Station Rent, Warehouse Rent, Courthouse building office Rental
Policing infrastructure expenditures	\$135 500	\$135 500	\$135 500	\$135 500	\$542 000	Office Equip. Fixed Rental, Maintenance Equipment, Office Supplies, Cleaning Supplies, Library Publications
Insurance premiums	\$0	\$0	\$0	\$0	\$0	Insurance - Insurance - Shared
Legal costs	\$45 000	\$45 000	\$45 000	\$45 000	\$180 000	Professional Fees - Legal
Professional Fees	\$41 000	\$41 000	\$41 000	\$41 000	\$164 000	Professional Fees - Audit, General Contracts
Total eligible proposed costs	\$16 929 463	\$17 061 338	\$17 195 192	\$17 331 052	\$68 517 045	

* unfunded categories may be deleted

SCHEDULE B

Request and Approval Form for Carryover of Unexpended Funding and 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 :

- ☐ Carryover of unexpended funding for use in the following fiscal year
☐ Reallocation of funds between eligible cost categories
☐ Reallocation of funds to a new eligible cost category
☐ 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 the Province				
Total Revenues	\$0,00	\$0,00	\$0,00	\$0,00
% (Canada)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
% (province)	#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				
Police 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

* unfunded categories may be deleted

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: _____
 Print name and title

FOR DEPARTMENTAL USE ONLY

Program Officer Recommendation:

Program Officer's name: _____ Date: _____

Approved by: _____ Signature _____ Date: _____
 (APD RCM) Print name

FOR THE PROVINCE USE ONLY

Approved by: _____ Signature _____ Date: _____
 Print name and Title

SCHEDULE C

Due Dates

Notice: Failure by the KRG to produce a document on the list within the time frame set constitutes default pursuant to section 6.4.1 and gives Quebec and Canada the right to suspend payment of their respective contributions.

Subsection	Documents to Be Produced by the KRG	Time Frame
2.7 and 2.8	Code of Conduct and policy for criminal allegation cases	<ul style="list-style-type: none"> • Within 30 days of the effective date on the Agreement
3.1.6	Certification of rental value	<ul style="list-style-type: none"> • Within one year of the Agreement being signed
3.1.2 and 3.1.3	Fire inspection report	<ul style="list-style-type: none"> • As provided in paragraph 3.1.2.
3.2.2	Inventory of weapons available to the KRPF, including intermediary weapons	<ul style="list-style-type: none"> • Within 30 days of the effective date of the Agreement, if an inventory was not submitted to Quebec and Canada prior to the signing of this Agreement by the KRG • Within 4 months following the end of each fiscal year, as outlined in paragraph 4.9.1 • Upon expiry or termination of the Agreement • At the request of Quebec
3.4.3	Proof of insurance coverage	<ul style="list-style-type: none"> • Within 30 days of the effective date on the Agreement • Within 30 days of renewal or of any amendment to the coverage
4.3.1	Cash flow statement	<ul style="list-style-type: none"> • When the Agreement is signed • Before April 15 of each subsequent year
4.4.4	Declaration of amounts due to Canada and Quebec	<ul style="list-style-type: none"> • Within 30 days of the effective date on the Agreement
4.9.1	Annual report of the activities of the KRPF	<ul style="list-style-type: none"> • July 31 of each subsequent year
4.9.2	Audited financial statements	<ul style="list-style-type: none"> • September 30 of each subsequent year
4.9.3	Updated cash flow statement	<ul style="list-style-type: none"> • Within 30 days of the end of each quarter, with the exception of the first quarter covered by paragraph 4.3.1
4.9.4	Supporting documentation, including relevant General Ledger entries	<ul style="list-style-type: none"> • Within 30 days of the end of each quarter

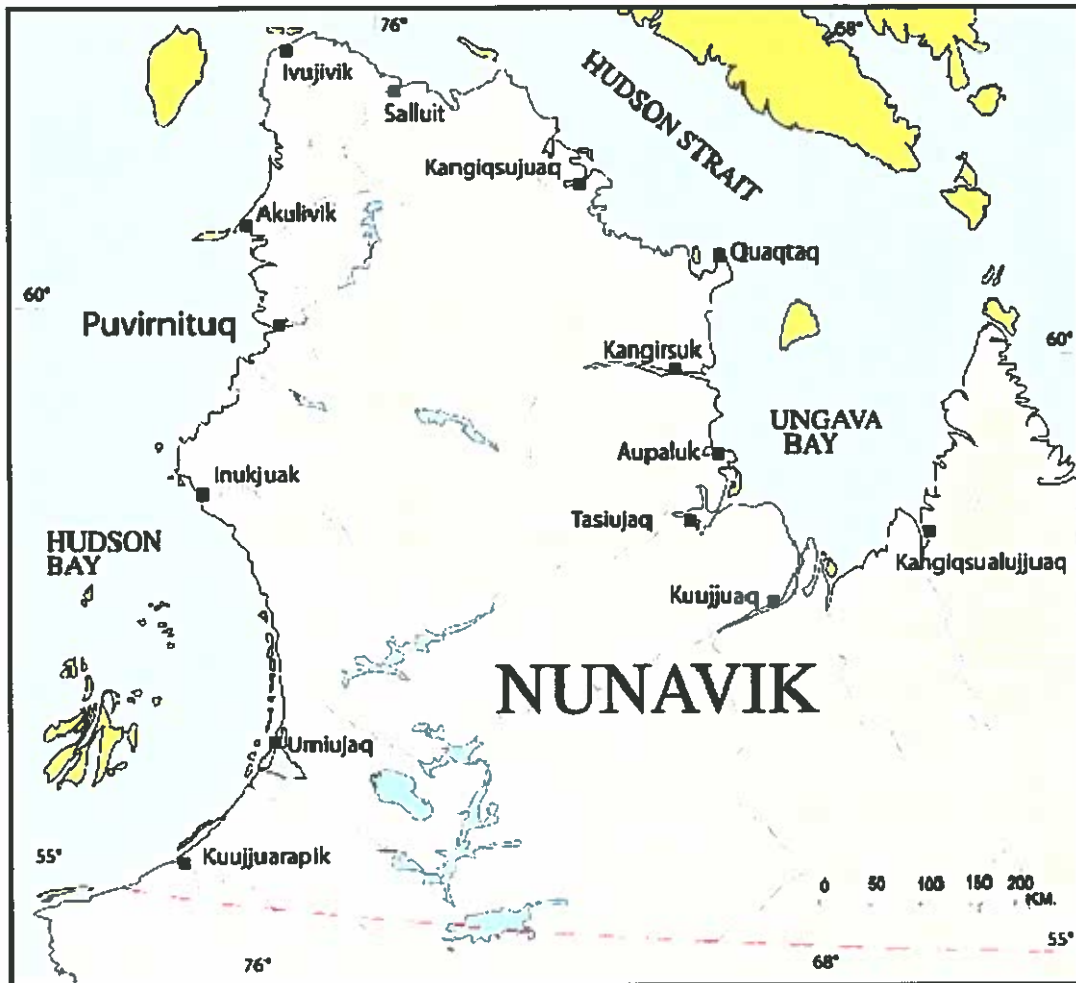
[illegible]

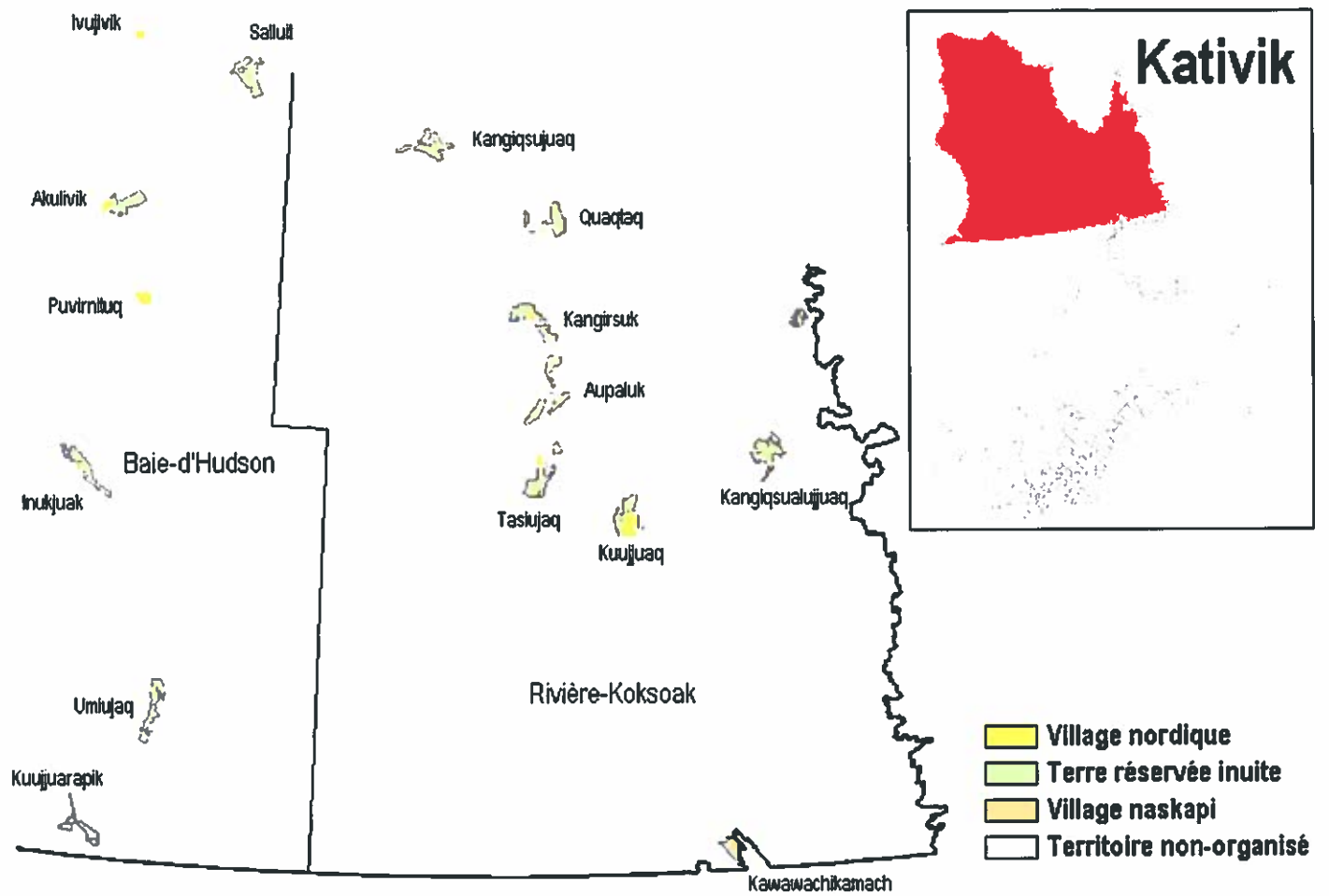
Cash Flow Statement

[illegible]

SCHEDULE F

Maps of Territory





SCHEDULE G

Regulations and administrative procedures on Internal Discipline : “ Ordinance No. 2009-09 ”, “ Resolution No. 2012-280 ”, “ Resolution No. 2014-248 ” and the “ Code of internal discipline to the KRPF ”

KATIVIK REGIONAL GOVERNMENT

Ordinance No. 2009-09

Concerning a code of internal discipline applicable to the Kativik Regional Police Force (KRPF) peace officers.

- Whereas** pursuant to Section 351 of the *Act respecting Northern Villages and the Kativik Regional Government* (R.S.Q., c. V-6.1) (Kativik Act), the KRG has competence in the matter of police;
- Whereas** pursuant to Section 389 of the Kativik Act, the KRG is authorized to establish and maintain a regional police force in the territory under its jurisdiction;
- Whereas** pursuant to Ordinance No. 95-02, adopted by the Council on May 30, 1995, the KRG established the KRPF;
- Whereas** pursuant to Sections 370 and 378 of the Kativik Act and Section 256 of the *Police Act* (R.S.Q., c. P-13.1) (Police Act), the KRG must adopt an ordinance concerning the internal discipline of the members of the KRPF;
- Whereas** pursuant to Ordinance No. 96-03 adopted by the Council on May 31, 1996, the KRG approved the first code of discipline for the KRPF officers;
- Whereas** pursuant to Ordinance No. 99-04 adopted by the Council on November 24, 1999, the KRG approved a revised code of discipline for the KRPF officers;
- Whereas** it is deemed appropriate that the above-mentioned code of discipline be modified and updated;
- Whereas** a new code of internal discipline applicable to the KRPF peace officers has been drafted and is appended to be an integral part of this ordinance;
- Whereas** the Council has reviewed the appended code of internal discipline and agrees with its terms;
- Whereas** the Council deems appropriate to mandate the Executive Committee to finalize and approve the final terms of any required amendment to the above-mentioned code of internal discipline;
- Whereas** pursuant to Section 256 of the Police Act, the Secretary of the KRG shall transmit a certified copy of the present ordinance and appended code of internal discipline to the Minister of Public Security;
- Whereas** the Council deems it advisable to replace the Ordinance No. 99-04 by the present ordinance.


The following is therefore enacted:

1. the preamble shall be an integral part of this ordinance;
2. the appended code of internal discipline applicable to the KRPF peace officers shall be approved;
3. the Executive Committee shall be given the mandate to finalize and approve the final terms of any required amendment to the above-mentioned code of internal discipline;

KRG - Ordinance No. 2009-09, page 2

4. the Secretary shall be mandated to send a certified copy of this ordinance and of the above-mentioned code of internal discipline to the Minister of Public Security;
5. the Ordinance No. 99-04 shall be repealed and replaced by the present ordinance;
6. this ordinance shall come into effect on the day of its publication.

IN FAVOUR:	15
OPPOSED:	0
ABSTENTIONS:	0
ABSENTEES:	1
DATE OF ADOPTION:	September 17, 2009
DATE OF PUBLICATION	September 23, 2009
SPEAKER'S SIGNATURE:	(S) Andy Moorhouse
SECRETARY'S SIGNATURE:	(S) Ina Gordon

ORIGINAL COPY
BY: 
DATE: Sept 23, 2009

KATIVIK REGIONAL GOVERNMENT

EXECUTIVE COMMITTEE

Resolution No. 2012-280

Concerning a code of internal discipline applicable to the Kativik Regional Police Force (KRPf) police officers.

- Whereas** pursuant to Section 351 of the *Act respecting Northern Villages and the Kativik Regional Government* (R.S.Q., c. V-6.1) (Kativik Act), the KRG has competence in the matter of police;
- Whereas** pursuant to Section 369 of the Kativik Act, the KRG is authorized to establish and maintain a regional police force in the territory under its jurisdiction;
- Whereas** pursuant to Ordinance No. 95-02, adopted by the Council on May 30, 1995, the KRG established the KRPf;
- Whereas** pursuant to Sections 370 and 376 of the Kativik Act and Section 256 of the *Police Act* (R.S.Q., c. P-13.1) (Police Act), the KRG must adopt an ordinance concerning the internal discipline of the members of the KRPf;
- Whereas** pursuant to Ordinance No. 96-03 adopted by the Council on May 31, 1996, the KRG approved the first code of internal discipline for the KRPf police officers;
- Whereas** pursuant to Ordinance No. 99-04 adopted by the Council on November 24, 1999, the KRG approved a revised code of internal discipline for the KRPf police officers;
- Whereas** pursuant to Ordinance No. 2009-09 adopted by the Council on September 17, 2009, the KRG approved a new code of internal discipline for the KRPf police officers;
- Whereas** pursuant to Ordinance No. 2009-09 also, the Executive Committee was given the mandate to finalize and approve the final terms of any required amendment to the above-mentioned code of internal discipline
- Whereas** it was deemed appropriate that the above-mentioned code of discipline be revised;
- Whereas** a revised code of internal discipline applicable to the KRPf police officers has been drafted and is appended to this resolution;
- Whereas** the Executive Committee has reviewed the appended code of internal discipline and agrees with its terms;
- Whereas** pursuant to Section 256 of the Police Act, the Secretary of the KRG shall transmit a certified copy of the present resolution and appended code of internal discipline to the Minister of Public Security.

It is therefore resolved that:

1. the preamble be an integral part of this resolution;

2. the appended code of internal discipline for the KRPF police officers be approved;
3. a certified copy of this resolution and of the appended code of internal discipline be sent to the Minister of Public Security;
4. this resolution come into effect on the day of its adoption.

MOVED BY: Michael Cameron

SECONDED BY: Mary Pilurtuut

IN FAVOUR: 4

OPPOSED: 0

ABSTENTIONS: 0

ABSENTEES: 1

DATE OF ADOPTION: September 11, 2012

CHAIRMAN'S SIGNATURE: (S) Maggie Emudluk

SECRETARY'S SIGNATURE: (S) Ina Gordon

KATIVIK REGIONAL GOVERNMENT

EXECUTIVE COMMITTEE

Resolution No. 2014-248

Concerning an amendment to the code of internal discipline applicable to the Kativik Regional Police Force (KRPf) police officers.

- Whereas** pursuant to Section 351 of the *Act respecting Northern villages and the Kativik Regional Government* (CQLR, c. V-6.1) (Kativik Act), the Kativik Regional Government (KRG) has competence in the matter of police;
- Whereas** pursuant to Section 369 of the Kativik Act, the KRG is authorized to establish and maintain a regional police force in the territory under its jurisdiction;
- Whereas** pursuant to Ordinance No. 95-02 adopted by the Council on May 30, 1995, the KRG established the KRPf;
- Whereas** pursuant to Sections 370 and 376 of the Kativik Act and Section 256 of the *Police Act* (CQLR, c. P-13.1) (Police Act), the KRG shall adopt an ordinance concerning the internal discipline of the members of the KRPf;
- Whereas** pursuant to Ordinance No. 2009-09 adopted by the Council on September 17, 2009, the KRG approved a new code of internal discipline for the KRPf police officers;
- Whereas** pursuant to Ordinance No. 2009-09 also, the Executive Committee was given the mandate to finalize and approve the final terms of any required amendment to the above-mentioned code of internal discipline;
- Whereas** pursuant to Resolution 2012-280 adopted by the Executive Committee on September 11, 2012, a revised code of internal discipline applicable to the KRPf police officers was approved;
- Whereas** pursuant to Section 34 of the above mentioned code of internal discipline, the Discipline committee is composed of five (5) members from which two (2) members are chosen among the Senior officers and appointed by the Chief of the KRPf and three (3) members must not be employed by the KRPf and are appointed by the Executive Committee of the KRG;
- Whereas** pursuant to Resolution No. 2010-387 adopted by the Executive Committee on October 13, 2010, the Executive Committee appointed Eva Deer as president of the Discipline committee and Mary Aitchison and Henry Alayco as members of the said committee for a term of three (3) years;
- Whereas** the initial civilian members received specific training in order to fulfil their mandate as members of the Discipline committee;
- Whereas** the familiarization with the code of internal discipline and its disciplinary procedure took time to be integrated by all concerned parties and by the population at large, with the result that the first disciplinary hearings only took place at the very end of 2013;
- Whereas** pursuant to Resolution No. 2013-287 adopted by the Executive Committee on August 16, 2013, the Executive Committee renewed the appointment of Eva Deer as president of the Discipline committee and Mary Aitchison and Henry Alayco as members of the said committee for an additional term of two (2) years;
- Whereas** given these exceptional circumstances and in order to ensure that the code of internal

EX Resolution No. 2014- 248, page 2

discipline be put into application efficiently, it is in the public interest that the initial civilian members be allowed to renew their terms which is not currently permitted under Section 35 of the code of internal discipline as it now stands.

Whereas a revised code of internal discipline applicable to the KRPF police officers has been drafted to this effect and is appended to this resolution;

Whereas the Executive Committee has reviewed the appended revised code of internal discipline and agrees with its terms;

Whereas pursuant to Section 256 of the Police Act, the Secretary of the KRG shall transmit a certified copy of the present resolution and appended revised code of internal discipline to the Minister of Public Security;

It is therefore resolved that:

- 1 the preamble be an integral part of this resolution;
- 2 Section 35 of the code of internal discipline be modified as follows:

"The duration of the mandate of the members of the Discipline committee, including that of the President, is two (2) years. A Discipline committee member's mandate may be renewed indefinitely for a two (2) years term at a time."

- 3 a certified copy of this resolution and of the revised appended code of internal discipline be sent to the Minister of Public Security;
- 4 this resolution come into effect on the day of its adoption.

MOVED BY:

Maggie Emudluk

SECONDED BY:

El Aullaluk

IN FAVOUR:

3

OPPOSED:

0

ABSTENTIONS:

0

ABSENTEES:

2

DATE OF ADOPTION:

June 25, 2014


CHAIRMAN'S SIGNATURE:

(S) Maggie Emudluk

ASSISTANT SECRETARY'S SIGNATURE:

(S) Lolly Gordon



CERTIFIED COPY

July 16, 2014

***Code of Internal Discipline – KRPF
Updated June 2014***



CODE OF INTERNAL DISCIPLINE

KATIVIK REGIONAL POLICE FORCE

APPROVED SEPTEMBER 2009

UPDATED AUGUST 2012

UPDATED JUNE 2014

CHAPTER 1

DEFINITIONS AND PURPOSE

1. In this Code *the masculine form* is used to refer to both men and women. Unless otherwise indicated by the context:
 - a) "Chief" means the Chief of the Kativik Regional Police Force or the officer performing his duties in his absence;
 - b) "Discipline committee" means the committee implemented in order to perform the duties detailed in this Code;
 - c) "Executive Committee" means the Executive Committee of the Kativik Regional Government;
 - d) "Investigating officer" means an officer appointed by the Chief in order to conduct an investigation into a complaint submitted under this Code. The investigating officer submits all investigation results to the Chief;
 - e) "KRG" means the Kativik Regional Government;
 - f) "KRPF" means the Kativik Regional Police Force;
 - g) "Police officer" means any police officer or special constable employed by the KRPF;
 - h) "Senior officer" means a police officer who holds the rank of Captain or of Deputy Chief.
2. The purpose of this Code is to:
 - a) determine the standards of conduct applicable to police officers of the KRPF;
 - b) ensure the efficiency and the quality of services rendered by the KRPF;
 - c) maintain and promote respect of the rights of individuals;
 - d) promote the respect for the authority of the Chief and of the Senior officers.

3. The KRPF must give priority to any complaint concerning the conduct of its officers toward private citizens.

CHAPTER 2

GENERAL PROVISIONS

4. Subject to the provisions of the Police Act (R. S. Q. chapter P-13.1) (Police Act), this Code establishes, among other things, a disciplinary procedure, determines the powers of the Chief, of Senior officers and of the Discipline Committee in disciplinary matters and

establishes applicable duties and standards of conduct as well as applicable disciplinary sanctions.

5. Subject to the provisions of the Police Act, any violation or omission of a duty or of a standard of conduct provided for in this Code constitutes a breach of discipline and may lead to imposition of a disciplinary sanction, without prejudice to an applicable criminal sanction.
6. A police officer may be subject to a disciplinary sanction, notwithstanding the fact that he has been convicted or acquitted by a criminal court for an offence arising from the facts or events giving rise to the disciplinary sanction.
7. A breach of discipline may not give rise to more than one (1) charge under this code and no more than one (1) disciplinary sanction.

CHAPTER 3

DUTIES AND STANDARDS OF CONDUCT

SECTION 1 Oath of allegiance, oath of office and oath of discretion

8. A police officer must respect his oath of allegiance, his oath of office as well as his oath of discretion.
9. In particular, a police officer must not:
 - a) *use any information obtained in the course of his duties or as a result of his position within the KRPF, for personal ends or to gain an advantage or for profit;*
 - b) *cancel, destroy or alter an official KRPF document obtained or written for the KRPF, unless authorized to do so;*
 - c) reveal information or make statements relating to a KRPF investigation or activities to persons other than those authorized by the Chief or by the law.

SECTION 2 Respect for authority

10. A police officer must promptly obey the orders and the directives of his superiors.
11. In particular, a police officer must not:
 - a) refuse or fail to go through hierarchical channels except in the case of physical impossibility to do so;

- b) refuse to be accountable to the Chief or to a Senior officer for activities performed during his working hours or outside of his working hours when he is acting in the capacity of a police officer;
- c) refuse or fail to submit a complete report concerning actions performed in the course of his duties, in accordance with the order or request of a superior;
- d) refuse or fail to submit answers verbally or in writing to a superior's questions in relation to an event, in accordance with the order or request of a superior;
- e) refuse to work or incite a refusal to work;
- f) adopt a disrespectful or impolite attitude or use disrespectful or impolite language with his superior or with a Senior officer ;
- g) fail to accomplish the work he was assigned or be elsewhere than the place designated by his superior;
- h) refuse or omit to divulge in writing, that he occupies another position or receives revenue from another company or organization, business or industry or refuse or omit to divulge any conflicting situation that he may find himself in.

SECTION 3 Performance and efficiency

12. A police officer must perform his duties conscientiously, diligently and efficiently.

13. In particular, a police officer must not:

- a) depart from his work schedule;
- b) take action or make a false statement in order to extend a holiday, to delay his return to work, to be absent from work or to justify an absence;
- c) fail to promptly submit any information to his superior about crimes, offences, facts or events of importance that he witnesses or of which he has knowledge;
- d) show carelessness in carrying out his work;
- e) use KRPF or KRG equipment without authorization or in a reckless or unsafe manner.

SECTION 4 Ethics, integrity, and loyalty

14. A police officer must perform his duties honestly and with integrity.

15. In particular, a police officer must not:

- a) use or authorize the use of a vehicle or of any other property belonging to the KRPF or the KRG for personal or for unauthorized reasons;
- b) allow a person to board a KRPF vehicle for purposes other than those of the KRPF or without the authorization of his superior;
- c) lend, sell or transfer a part of a uniform or a piece of equipment supplied by the KRPF without the authorization of his superior;
- d) claim or authorize the reimbursement of non incurred expenses, the payment of hours of work not actually worked or the payment of unwarranted premiums or benefits;
- e) fail or neglect to report or to return without delay a sum of money or goods received as a police officer;
- f) present or sign a report or another written document while knowing it to be false or inaccurate;
- g) fail to inform his superior without delay and provide the reasons, when his Quebec driver's license is suspended, revoked or restricted;
- h) fail to inform his superior without delay when he learns that he is the subject of a criminal investigation or prosecution;
- i) fail to inform his superior of any situation that he finds himself in that may place him or that places him in a situation of conflict of interest, that prejudices his impartiality or that negatively affects his judgment or loyalty;
- j) fail to inform his superior without delay and in writing, when he sees or is informed of the alleged commission by a police officer of a violation of a law enacted by a legally constituted authority that may have the effect of compromising him in the exercise of his duties;
- k) fail to inform his superior of the behavior of another police officer that may constitute a breach of discipline or of deontology related to the protection of the rights or of the security of the public or that may constitute a criminal offence. This obligation does not apply when a police officer divulges information to another police officer acting in the capacity of a Union representative;
- l) maliciously damage, destroy, lose through negligence or illegally transfer public or private property;
- m) fail to report the destruction, loss or damage of property provided by the KRPF.

SECTION 5 Behavior

16. A police officer must, at all times, demonstrate dignity and avoid behavior that may undermine the confidence or consideration that his duties require or that may compromise the efficiency or the prestige of the KRPF.

17. In particular, a police officer must not:

- a) use obscene or insulting language;
- b) misuse his authority, intimidate or harass;
- c) use greater force than is necessary in order to accomplish what he is ordered or permitted to do, or to perform his duties;
- d) without justification, associate or fraternize with persons or frequent establishments that he knows or should reasonably know, are suspected of having or have a doubtful or criminal reputation;
- e) suggest or recommend the services of a particular attorney to a person who has been charged or with whom he has been in contact with in the context of his duties;
- f) suggest or recommend the services of a garage, of a towing operator, of a hotel or of any other commercial representative to a person he has been in contact with in the context of his duties;
- g) outside of his working hours, operate a business or an industry, occupy a job or a trade or engage in an activity of a nature that prejudices his independence or that of the KRPF or diminishes his performance during working hours, as is prohibited under the Police Act;
- h) place himself in a position of conflict of interest by soliciting, collecting or allowing the solicitation or the collection of money from the public through the sale of advertising, tickets or in any other way on behalf of a person, an organization or an association;
- i) engage in any political activity prohibited under the Police Act;
- j) while on duty or in uniform, buy, transport or consume alcohol without authorization;
- k) while on duty, in uniform or when reporting for work, be under the influence of alcohol, narcotics, hallucinogenic agents, narcotic or anesthetic preparations or any other substance which may produce drunkenness, the impairment or disruption of faculties or unconsciousness;
- l) exhale an odor of alcohol while on duty or in uniform;

- m) drink alcoholic beverages immoderately in a manner that discredits the KRPF;
- n) have alcohol or narcotics in his possession in a vehicle or on KRPF premises without authorization;
- o) lack courtesy toward the public, toward an employee of the KRPF or toward a municipal or government official;
- p) unless required to do so within the context of his duties, buy, sell or possess narcotics or any other substance of which the sale is prohibited or regulated or be a middleman in any of the aforementioned cases;
- q) use his position as a police officer for personal ends or gain or for the advantage of another person;
- r) directly or indirectly exert undue influence, in order to obtain or to attempt to obtain a sum of money or any other benefit in return for a favor;
- s) while on duty or in uniform, have an appearance or an attitude that is unacceptable and does not comply with KRPF directives;
- t) wear his uniform, badge, service weapon or any other item belonging to the KRPF when engaging in activities that are not part of his duties as a police officer;
- u) violate a law or a regulation enacted by a legally constituted authority, in a way that may prejudice the effectiveness of the KRPF or the quality of the services it renders.

SECTION 6 Responsibility toward a person under custody

18. A police officer must respect the rights of any person placed under his custody and he must avoid being complacent toward him.
19. In particular, a police officer must not:
 - a) be negligent in the custody or the surveillance of a detainee;
 - b) provide a detainee with alcoholic beverages, hallucinogens, narcotic or anaesthetic preparations or any other substance capable of causing intoxication, impairment or disruption of faculties or unconsciousness;
 - c) do business in any way with a detainee or try to obtain any benefit from him or for him;
 - d) except in an emergency, search a person of the opposite sex;
 - e) neglect to search a detainee placed in his custody or in the case of a person of the opposite sex, neglect to have a search conducted by a person of the same sex;

- f) neglect to retain any object or item removed from a detainee in a safe place;
- g) neglect to make required entries into the committal log or the confiscated objects log;
- h) interfere in communications between a prisoner and his attorney;
- i) use greater force than is necessary with a detainee;
- j) neglect to ensure the health and safety of a detainee;
- k) allow the confinement of a young offender with an adult detainee or of a female with a male except in cases foreseen by law.

SECTION 7 Service or intermediary weapons

- 20. A police officer may only use a service weapon or an intermediary weapon with caution and good judgement.
- 21. In particular, a police officer must not:
 - a) neglect to maintain a service weapon, an intermediary weapon or ammunition remitted
 - b) handle or point a service weapon or use an intermediary weapon without justification;
 - c) neglect to submit a report to his superior each time he uses his service weapon or intermediary weapon in the course of his duties;
 - d) neglect to take reasonable means to prevent the loss, theft or use by a third party of his service or intermediary weapon;
 - e) lend or surrender his service weapon or his intermediary weapon;
 - f) neglect to use caution in the handling of his service weapon or of his intermediary weapon thus needlessly placing the life or safety of another person in danger;
 - g) in the context of his duties, carry or use a firearm or an intermediary weapon other than the one issued to him by the KRPF, without prior authorization.

SECTION 8 Judicial process

- 22. A police officer must respect the authority of the law and of the courts and collaborate in the administration of justice.

23. In particular, a police officer must not:

- a) violate a law enacted by a legally constituted authority, thereby compromising the officer in the course of his duties;
- b) be declared guilty or have admitted guilt to an offence punishable by summary conviction or by indictment under the Criminal Code (revised Statutes of Canada, chapter C-46) or which is covered by paragraph 3 of article 115 and article 119 of the Police Act, once the judgment has become *res judicata*;
- c) obstruct or contribute to the obstruction of justice;
- d) conceal evidence or information with the purpose of harming a person or of giving a person a preferential advantage, particularly an accused, a plaintiff or a witness;
- e) omit or unjustifiably delay the transmission of any information to his superior, about a crime or an offence to which he is a witness or of which he has knowledge;
- f) be absent from court without justification when called as a witness.

CHAPTER 4

DISCIPLINARY PROCESS

SECTION 1 Disciplinary Complaint

- 24. In this chapter, the expression "police officer" excludes the Chief. The expression "police officer" also excludes a Senior officer who has successfully completed his probationary period in those cases where, following the procedure outlined at article 25, the Chief and the President of the Discipline committee decide that the complaint may lead to the dismissal or to a salary reduction for said Senior officer.
- 25. A complaint filed against the Chief is submitted by the person who receives it, to the Chairman of the KRG for processing. A complaint that may lead to the dismissal of the Chief or to a reduction of his salary is administered in compliance with articles 87 and 88 of the Police Act.
- 26. A complaint filed against a Senior officer is submitted by the person who receives it, to the Chief with a copy to the President of the Discipline committee. The Chief and the President of the Discipline committee proceed with a preliminary evaluation of the merits of the complaint and decide on the process to be applied. A complaint that may lead to the dismissal of the Senior officer or to a reduction of his salary is administered in compliance with articles 87 and 88 of the Police Act.
- 27. A person may file a complaint in writing regarding the behaviour of a police officer with the superior of said police officer or with another police officer of the KRPF. A police officer

who receives a complaint must inform the plaintiff that his complaint will be forwarded to the Chief for processing. When required, a police officer may assist the plaintiff in the drafting of his complaint.

28. A police officer who receives a complaint must immediately forward the original of said complaint to the Chief.
29. A complaint may also be filed by the Chief.
30. In all cases, the Chief informs the police officer concerned in writing without delay, that a complaint was filed and indicates the nature of the complaint, except if the fact of informing him may hinder the results of the investigation into the circumstances or events surrounding the complaint.
31. When a complaint originates from a private citizen, the Chief informs the citizen every thirty (30) days of the progress of the file.
32. Upon receipt, the Chief must evaluate the merits of the complaint in a preliminary manner, taking into account the delays and requirements outlined in the collective agreement, and may decide to:
 - a) reject the complaint when he deems it to be frivolous, vexatious or unfounded in fact or in law. In this case the Chief informs the plaintiff in writing of the reasons motivating his decision;
 - b) request that the Investigating officer investigate in order to establish all of the facts related to the complaint;
 - c) should the available facts justify it, initiate a disciplinary process and summon the police officer to appear in front of:
 - i. a Senior officer if the sanction which may be required is:
 - 1) a warning or;
 - 2) a reprimand or;
 - 3) a reassignment;
 - ii. the Discipline committee if the sanction which may be required is:
 - 1) a suspension without pay for a period not exceeding sixty (60) working days or;
 - 2) a demotion or;
 - 3) a dismissal.
33. Following his preliminary evaluation of a complaint, the Chief may also, when it is in the interest of the public, the KRPF or of the police officer concerned:

- a) make comments or observations to the police officer for the purpose of his professional development or for the purpose of preventing the commission of a breach of discipline. Such comments or observations do not constitute a disciplinary sanction and are transmitted to the police officer by his superior. The comments or observations are recorded in the police officer's personnel file;
- b) require that the police officer undergo a medical examination;
- c) require that the police officer follow a training, retraining or self-improvement session with a recognized police institute, school or specialized establishment;
- d) require that the police officer be assigned to other duties or suspend him with pay, half pay or without pay pending the final decision of the Discipline committee.

SECTION 2 Discipline committee

- 34. The Discipline committee is composed of five (5) members. Two (2) members are chosen among the Senior officers and appointed by the Chief. The other three (3) members must not be employed by the KRPF and are appointed by the Executive Committee of the KRG. After consulting with the Chief, the Executive Committee appoints the President of the committee.
- 35. The duration of the mandate of the members of the Discipline committee, including that of the President, is two (2) years. A Discipline committee member's mandate may be renewed indefinitely for a two (2) years term at a time.
- 36. The quorum for a disciplinary hearing is of three (3) members of the Discipline committee including one (1) Senior officer and two (2) other members.
- 37. Decisions are made by a majority of votes of the members of the Discipline Committee. The President does not have the right to vote, except in order to break a tie vote.
- 38. Should the President be absent or unable to attend a meeting of the Discipline committee, the Executive Committee will, after consulting with the Chief, appoint an acting President from among the other members of the Discipline committee.

SECTION 3 Disciplinary procedure

- 39. When a police officer is the object of a disciplinary complaint and is summoned to appear before a Senior officer or the Discipline committee, the Chief prepares the disciplinary charge in writing.
- 40. A disciplinary charge includes a description of the facts related to the nature and circumstances of the breach of discipline of which the police officer is accused. A copy of the disciplinary charge is remitted to the police officer.

41. The police officer must submit his plea to the Chief no later than seven (7) calendar days after receiving a copy of the disciplinary charge held against him.
42. When it is necessary to do so, the Chief schedules the date, hour and place where the disciplinary hearing is to take place and advises the police officer in writing at least ten (10) calendar days before said date.
43. The police officer has the right to be assisted by a person of his choice at the disciplinary hearing, including a union representative. This representation is at the officer's expense.
44. When a police officer requests that witnesses be called from among the employees of the KRPF, the Chief takes the necessary steps to ensure the presence of such witnesses, keeping in mind the KRPF's obligations and service requirements.
45. At the disciplinary hearing, the President of the Discipline committee or the Senior officer, will:
 - a) ensure that the disciplinary charge is read to the police officer;
 - b) ensure that the police officer is given the opportunity to change his plea, should he chose to do so. This change of plea may be made verbally or in writing;
 - c) allow the police officer to be heard and to defend himself;
 - d) accept any means of evidence deemed appropriate and relevant in order to ensure the full disclosure of the truth;
 - e) call, examine and discharge witnesses, as is seen fit.
46. At the disciplinary hearing, the investigating officer mandated under section 32 b) will:
 - a) explain the elements of the breach of discipline which are the subject of the hearing;
 - b) present the evidence and make representations, as is necessary.
47. A disciplinary charge may be amended at any time, subject to the conditions necessary to safeguard the rights of the parties. However, except with the consent of the parties, a Discipline committee or a Senior officer may not allow a change to a disciplinary charge, when such a change would result in an entirely new disciplinary charge unrelated to the original charge.
48. The Discipline committee or the Senior officer proceeds with the swearing in of witnesses.
49. At the disciplinary hearing, the Discipline committee or the Senior officer may be assisted by a legal advisor appointed by the Chief. The advisor advises the Discipline committee or the senior officer on matters of law or procedure. However, the legal advisor does not take part in the final decision making process.
50. The Discipline committee or the Senior officer must accept as proof of guilt of the police officer concerned:

- a) a certified copy of a final decision of a Canadian court, finding the police officer guilty of a criminal offence;
 - b) a decision of a foreign court ruling that a police officer was found guilty of an act which, had it been committed in Canada, would have constituted a criminal offence;
 - c) a certified copy of a decision of the Comité de déontologie policière ruling that the police officer was found guilty.
51. Should the police officer plead guilty or be found guilty of a breach of discipline, the parties may be heard with regard to the sanction to be imposed. A Discipline committee or a Senior officer renders a decision no later than ten (10) calendar days after the police officer is declared guilty.
52. A Senior officer may recommend one (1) of the following sanctions to the Chief for each disciplinary charge:
- a) a warning;
 - b) a reprimand;
 - c) a reassignment.
53. A Discipline Committee may decide to impose one (1) of the following sanctions for each disciplinary charge:
- a) a warning;
 - b) a reprimand;
 - c) a reassignment;
 - d) suspension without pay for a period not exceeding sixty (60) working days;
 - e) a demotion;
 - f) a dismissal.
54. The decision of the Discipline committee or of the Senior officer is rendered in writing, must be motivated and is signed by all the members of the Discipline committee or by the Senior officer responsible for the disciplinary process. The decision indicates whether the police officer is guilty of the disciplinary charge brought against him and, should this be the case, the sanction that the Senior officer recommends. The decision is immediately forwarded to the Chief and to the police officer concerned.

SECTION 4 Senior Officers

55. A Senior officer has the right to be assisted by the person of his choice at a disciplinary hearing. However, should this representative be an employee of the KRPF, he must be a Senior officer. This representation is at the Senior officer's expense.
56. Articles 39 to 51 and articles 53 and 54 apply *mutatis mutandis* in the case of a disciplinary charge filed against a Senior officer, with the necessary adaptations

SECTION 5 Review and execution of a decision

57. A decision rendered by a Senior officer is reviewed within thirty (30) calendar days by the Chief who may decide to:
- a) uphold the decision or;
 - b) rescind the decision or;
 - c) amend the decision by substituting one (1) or more of the sanctions set forth under article 50 for the sanction provided for in the decision.
58. A decision which is upheld or amended by the Chief is immediately enforceable.
59. A request for review must be submitted to the Chief by the police officer, within fifteen (15) calendar days of the date the decision is rendered by the Discipline committee. Should a request for review not be submitted within the above delay, the decision rendered by the Discipline committee is implemented immediately by the Chief. The Discipline committee must review its decision within fifteen (15) calendar days of the submission of a request for review.
60. When the Discipline committee has imposed a dismissal and the police officer concerned has requested a review of said decision, the police officer is suspended without pay until the decision has been reviewed.
61. When a police officer is acquitted of a disciplinary charge all reference to said charge must be removed from his personnel file.
62. Nothing in this Code must be interpreted as limiting the administrative authority of the Chief to suspend with pay, half pay or without pay, a police officer suspected of having committed a criminal offence or a serious breach of discipline, when the Chief believes it is appropriate to temporarily remove said police officer from active service with the KRPf.

CHAPTER V

FINAL PROVISIONS

63. A police officer who witnesses the commission of a breach of discipline, who is informed or who has legitimate reason to believe that a breach of discipline has been committed or is about to be committed must inform the Chief. Should the breach of discipline allegedly have been committed or is about to be committed by the Chief, the police officer must immediately inform the Chairman of the KRG.
64. A Senior officer who witnesses the commission of a breach of discipline, who is informed or who has legitimate reason to believe that a breach of discipline has been committed or is about to be committed, is authorized to issue a verbal warning immediately or to issue a written warning subject to any other disciplinary sanction that may be imposed.

65. A case may be heard *in absentia* when a police officer who is the subject of a disciplinary charge, having been duly summoned, refuses or neglects to appear in person before the Discipline committee without justification, or when the police officer leaves the disciplinary hearing without authorization.
66. A police officer who is the subject of a disciplinary sanction other than a dismissal may submit a request to the Chief in order to have the sanction removed from his personnel file. Should the disciplinary sanction be a demotion, a request may be submitted to the Chief after a five (5) year period has elapsed following the date that the disciplinary sanction became effective. Should the disciplinary sanction be a suspension or a reassignment, a request may be submitted to the Chief after a three (3) year period has elapsed following the date that the disciplinary sanction became effective. Should the disciplinary sanction be a reprimand, a written warning or a note about a verbal notice, a request may be submitted to the Chief after a one (1) year period has elapsed following the date that the disciplinary sanction became effective.
67. Notwithstanding the delays provided for in an applicable collective agreement, a disciplinary charge against a police officer must be filed within two (2) years of the alleged commission of the breach of discipline, except in the event that said breach of discipline also constitutes a criminal act punishable by law, in which case the relevant statute of limitations applies.
68. A police officer who is suspended or temporarily removed from active duty must remit his service weapon, any intermediary weapons, his utility belt, his badge, his handcuffs, any official documents as well as any other KRPF property he has in his possession to his superior or to the person designated by the latter.
69. This Code applies subject to the provisions of the collective agreement between the KRPF, the KRG and the Nunavik Police Association, as defined in article 259 of the Police Act.
70. This Code is enacted in compliance with the Police Act and with the Act respecting Northern Villages and the Kativik Regional Government (R.S.Q., c. V-6.1).
71. This Code repeals and replaces the Code adopted pursuant to Ordinance No. 99-04 of the KRG.

Approved by the Council of the Kativik Regional Government pursuant to Ordinance No.2009-09 adopted on September 17, 2009.

Update approved by the Executive Committee of the Kativik Regional Government pursuant to Resolution No.2012-280 adopted on September 11, 2012.

Update approved by the Executive Committee of the Kativik Regional Government pursuant to Resolution No.2014-248 adopted on June 25, 2014.

SCHEDULE H

Model for Provisions Applicable to Criminal Allegation Cases

This grid, which is based on the one used by Sûreté du Québec, may be used as a reference by chiefs of police in the event criminal charges are brought against a member of the police force.

SITUATIONS			OPTIONS					NOTES
			RD	TA	FP	HP	NP	
INVESTIGATION			x	x	x			
ACCUSATION	Offenses** and statutory laws		x	x	x			
	Indictable offenses and hybrid offenses	* Potentially related to performance of duties or status as a police officer	x	x	x			
	Indictable offenses and hybrid offenses treated as indictable	Not related to performance of duties				x		*** Reimbursement of half pay if acquitted
VERDICT	Found guilty of an indictable offense						x	
	Found guilty of an offense or violation of statutory law		x	x	x			
	Acquitted		x	x	x			
INCARCERATION	After appearance and until the verdict, as long as detention lasts						x	
	After sentencing, as long as detention lasts						x	
APPEAL requested by the Crown after an acquittal			x	x	x			

Note: This grid applies to all officers, including those on sick leave.

Abbreviations: RD: Regular duty
 TA: Temporary assignment
 FP: Full pay
 HP: Half pay
 NP: No pay

* The expression "potentially related to performance of duties or status as a police officer" does not apply to a crime committed under circumstances in which it is unreasonable to claim that the crime in question could be related to the accused's police duties or status as a police officer.

** In cases where a criminal offense is unrelated to the accused's performance of duties, full pay is replaced by half pay twelve (12) months after the charges were filed if the trial has not begun. If the trial has not begun as a result of a motion for continuance by the Attorney General, the twelve (12)-month period will be extended by a period equal to the number of days between the originally scheduled trial start date and the continuance date. The half pay will be reimbursed if the officer is acquitted.

*** An officer accused of an indictable offense will also be reimbursed for half pay if he or she is found guilty of a charge reduced to a summary offense.

SCHEDULE I

Ordinance no 95-02 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).

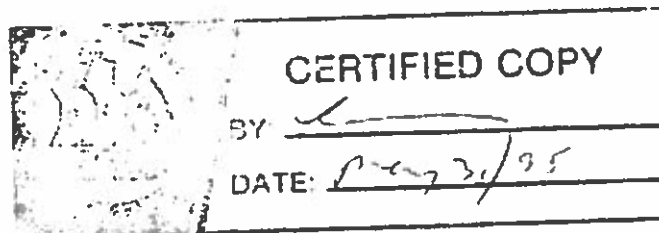
It shall be the duty of the KRPF and each of its members, under the authority of its Chief, to maintain peace, order and public safety in the region, to prevent crime and infringements of the ordinances and by-laws of the KRG and the by-laws of the municipal corporations in the region and the laws of 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:	Simlunie Sivuarapik
SECRETARY'S SIGNATURE:	Malee Saunders



SCHEDULE J

Police Tasks

Description of activities	KRPF
Policing	
Patrol	X
Answering calls and enforcement of laws and regulations	X
Transportation of accused persons	X
Prevention	X
Crime scene protection	X
Hostage taking or sniper (preliminary validation and sealed-off zone)	X
Investigations	
Sexual assault (1)	X
Assault	X
Robbery	X
Break and entry	X
Fire: (2)	X
Vehicle theft	X
Drugs, Alcohol and Tobacco: (3)	X
Fraud: (4)	X
Theft and possession of stolen	X
Offence-related property	X
Motor vehicle accident	X
Mischief	X
Reckless and impaired driving	X
Hit and run	X
Human deaths: (5)	X
Disappearances	X
Support Services	
Crime analysis	X
Crime scene dusting and photography	X
Criminal intelligence	X
VICLAS	X
Detention	X
Custody of exhibits	X
Court liaison and security	X
DNA	X
Warrant management	X
Record management	X
Public affairs	X
CRPQ	X
Internal Affairs	X
Telecommunications	X
Technical equipment and use of instructor (firearms)	X
Breath analysis technician	X

- (1) Not involving an aggravated act, arms or minors (C-15 requirements)
- (2) No death, no arson
- (3) Possession and local trafficking only following intelligence generated by KRPF
- (4) Cheques only
- (5) If not suspicious

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

Note 2: Search and Rescue and Emergency planning will be addressed in another Protocol to be signed with the Sûreté du Québec.