

**POLICING**

**January 17, 2001**

**DRAFT SUB-AGREEMENT  
WITH RESPECT TO  
POLICING ASPECTS OF THE ADMINISTRATION OF JUSTICE**

**BETWEEN**

The Mohawks of Kahnawake, acting through the Mohawk Government of Kahnawake, as represented by the Grand Chief of the Mohawks of Kahnawake and the Chief responsible for Justice (hereinafter referred to as «Kahnawake»)

**AND**

The Government of Canada, as represented by the Solicitor General, and the Minister of Indian Affairs and Northern Development (hereinafter referred to as «Canada»).

**NOTE: This document will form the basis for consultation by each party.**

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## **PREAMBLE**

WHEREAS the parties recognize that they are empowered to enter into this Agreement without compromising ongoing changes in constitutional arrangements;

AND WHEREAS Canada and Kahnawake seek to maintain the cooperative relationship that has developed over time with regard to the policing aspects of the administration of justice;

AND WHEREAS Canada and Kahnawake wish to continue working jointly to ensure the maintenance, in the Kahnawake Territory, of effective, efficient, professional and culturally sensitive police services, in accordance with the needs and expectations of the people concerned;

AND WHEREAS Kahnawake and Quebec have entered into an arrangement with respect to policing that is intended to complement this Agreement;

AND WHEREAS Canada and Kahnawake wish to affirm a new relationship regarding their respective policing jurisdictions so as to contribute to the administration of justice, the maintenance of social order, and public safety.

**NOW THEREFORE THE PARTIES** agree that:

1. This is the draft sub-agreement with respect to Policing as contemplated by clause 9 (a) of the Umbrella Agreement and it includes the provisions of the Umbrella Agreement.

## **DEFINITIONS**

“Agreement” means this draft Sub-Agreement with respect to Policing;

“Arrangements on police services between Quebec and Kahnawake” means any agreement on public security concluded between Quebec and Kahnawake in the context of the Quebec/Kahnawake Relations process;

“Final Agreement” means the sub-agreement with respect to Policing to be concluded substantially in the form of this Agreement;

“Police force” means a specific body of duly authorized police officers employed for the preservation and maintenance of the public peace with duties and powers related to the maintenance of public security and personal safety, prevention of crime, protection of property, and the enforcement of laws.

## **PURPOSE**

2. This Agreement describes the jurisdiction or authority to be exercised by Kahnawake with respect to Policing.
3. The objectives of this Agreement are:
  - (a) to maintain a framework for the exercise, by Canada and Kahnawake, of their respective areas of jurisdiction with respect to policing aspects of the administration of justice;
  - (b) to ensure the maintenance of a police force in Kahnawake to contribute to the administration of justice, the maintenance of social order, and public security for all persons in Kahnawake Territory.

## **PART I: JURISDICTION**

4. Kahnawake has jurisdiction with respect to the administration of policing on Kahnawake Territory as set out in this Agreement and arrangements on police services between Quebec and Kahnawake.
5. The jurisdiction referred to in clause 4 includes, but is not limited to:
  - (a) the establishment or maintenance of a police force;
  - (b) the recruitment, appointment and swearing-in of members of the police force;

- (c) the establishment and organization of such mechanisms or institutions, as necessary, to ensure appropriate independence and accountability, as well as to provide for the management and administration of the police force consistent with generally accepted principles of police administration in Canada;
- (d) the establishment or maintenance of mechanisms for the handling of complaints from the public against members of the police force, including mechanisms for the review or appeal of decisions regarding public complaints and for the impartial and effective oversight of the professional conduct of a member of the police force; and
- (e) the establishment or maintenance of mechanisms for the review or appeal of decisions regarding the discipline or dismissal of the members of the police force consistent with generally accepted principles of police administration in Canada.

## **PART II: AUTHORITY**

- 6. In accordance with this Agreement and with arrangements on police services between Quebec and Kahnawake, the Kahnawake police force will maintain the full range of police responsibilities, protection, powers and authority to enforce all the laws that apply on Kahnawake Territory, subject to any contrary provisions in those laws.
- 7. This Agreement is not intended to modify the mandates attributed by law to the Royal Canadian Mounted Police and the Kahnawake police force.

## **PART III: OTHER AGREEMENTS AND ARRANGEMENTS**

- 8. Agreements, arrangements or protocols, as may be necessary, will be negotiated between the parties to the extent of their respective areas of jurisdiction, including agreements concerning:
  - (a) mutual assistance and operational cooperation between the Kahnawake police force and other police forces;
  - (b) contribution to the financing of the Kahnawake police force;
  - (c) other matters required by this Agreement; and
  - (d) any other matters relating to police services.

**PART IV: COOPERATION AMONG THE PARTIES**

9. The parties agree to maintain a forum, in conjunction with Quebec, as an advisory body with respect to the delivery of police services.
10. The principal responsibilities of the advisory body will include:
  - (a) maintaining a forum for liaison and the promotion of cooperation among Kahnawake, Quebec and Canada;
  - (b) making the appropriate recommendations to the parties to ensure consistency in the implementation of agreements or arrangements on police services; and
  - (c) making recommendations, in the first instance, concerning resolution of a dispute between the parties.

**PART V: DISPUTE RESOLUTION MECHANISM**

11. Any dispute between Canada and Kahnawake with respect to this Agreement will be subject to the dispute resolution mechanism specified in the Umbrella Agreement.

**PART VI: STATUS OF THIS AGREEMENT**

12. The parties agree to use this Agreement as the basis for negotiating a Final Agreement.
13. This Agreement does not create legal obligations binding on the parties.

**PART VII: RATIFICATION OF THE FINAL AGREEMENT**

14. Kahnawake will ratify the Final Agreement as set out in the Umbrella Agreement.
15. Canada will ratify the Final Agreement as set out in the Umbrella Agreement.

**PART VIII: AMENDMENTS**

16. This Agreement may be amended with the written agreement of the parties.

**PART IX: IMPLEMENTATION PROVISIONS**

17. An Implementation Plan which will detail the objectives of this Agreement and other police related services, will accompany, but not form part of the Final Agreement.

**PART X: TRANSITION**

18. Notwithstanding clause 13, the funding provisions identified in the signed and dated Transitional Agreement Respecting Police Services in the Kahnawake Territory will continue to apply until March 31, 2004.