

AMENDMENT NUMBER 2
TO THE AGREEMENT CONCERNING THE FUNDING OF THE EEYOU-EENOU
POLICE FORCE FOR THE 2018-2019 TO 2027-2028 FINANCIAL YEARS

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Public Safety and Emergency Preparedness,
(hereinafter designated “Canada”)

AND: **The GOUVERNEMENT DU QUÉBEC**, as represented by the ministre de la Sécurité publique, the ministre responsable des Affaires autochtones and the ministre responsable des Relations canadiennes et de la Francophonie canadienne, respectively acting by the sous-ministre de la Sécurité publique, the secrétaire général associé aux Affaires autochtones and the secrétaire général associé aux Relations canadiennes,
(hereinafter designated “Québec”)

AND: **The CREE NATION GOVERNMENT**, a legal person duly established in the public interest under the *Act respecting the Cree Nation Government*, CQLR, c. G-1.031, as represented by its Chair,
(hereinafter designated “Cree Nation Government”)

AND: **The GRAND COUNCIL OF THE CREES (EEYOU ISTCHEE)**, a corporation duly incorporated under Part II of the *Canada Corporations Act*, R.S.C., 1970, c. C-32, as represented by its Deputy Grand Chief,
(hereinafter designated “GCC(EI)”)

(Individually, a “Party” and collectively, the “Parties”)

PREAMBLE

WHEREAS the Parties have concluded an Agreement which came into force on April 1st, 2018, entitled Agreement concerning the funding of the Eeyou-Eenou Police Force for the 2018-2019 to 2027-2028 financial years (hereinafter the “Agreement”);

WHEREAS, where applicable, the Agreement includes any previous amendments made by way of an amendment signed by the parties;

WHEREAS the Parties wish to amend again the Agreement, in accordance with subsection 7.3 of the Agreement, to add non-recurring exceptional funding in light of the specific situation resulting from the COVID-19 pandemic response to cover expenses for the period from April 1, 2020 to March 31, 2021;

WHEREAS this funding is distinct from the funding for policing operating costs set out in sub-sections 3.1 to 3.4 of the Agreement, as well as the funding for certain major capital infrastructure projects set out in sub-section 3.6 of the Agreement, and covers the expenditure eligibility period from April 1, 2020 to March 31, 2021;

CONSEQUENTLY, the Parties agree as follows:

1. The Preamble forms an integral part of this Amendment.
2. All terms and conditions of the Agreement remain unchanged except as provided in this Amendment.
3. Subsection 2.2 of the Agreement is replaced by the following :

2.2 Preamble and Schedules 2 and 4

The preamble and Schedules 2 and 4 form an integral part of this Agreement.

4. Paragraph 3.2.1 is added as follows :

3.2.1 As stipulated in subsection 3.17, additional funding is granted exceptionally for expenditures incurred by the Eeyou Eenou Police Force (EPPF) due to COVID-19 during Fiscal Year 2020-2021. This funding is distinct from the funding for policing operating costs set out in subsection 3.2 and from the funding for Major Capital Infrastructure set out in subsection 3.6..

5. Subsection 3.11 of the Agreement is replaced by the following :

3.11 Carry-Over

In the event that the total payment made to the Cree Nation Government by Québec and Canada pursuant to this Agreement in any Financial Year are not all expended in that year for the purposes of this Agreement, these unexpended payments are carried forward to the subsequent Financial Year, to be used by the Cree Nation Government in that subsequent year solely for the purposes which they were provide for, and without affecting the level of payments by Québec and Canada under this Agreement for that subsequent Financial Year.

The unexpended funds from the last Financial year of the previous Agreement named “Agreement concerning the Funding of the Eeyou-Eenou Police Force for the 2014-2015 to 2017-2018 Financial Years”, can be carried over by the Cree Nation Government but only if they are used to further achieve results toward the objectives of this Agreement.

All unexpended funds carried over must be clearly identified in the financial reports provided by the Cree Nation Government.

This notwithstanding, no portion of the maximum amount of \$312,576.40 granted for additional expenditures related to COVID-19 for Fiscal Year 2020-2021, as stipulated in subsection 3.17, may be carried forward to a subsequent Fiscal Year.

6. Subsection 3.17 is added to the Agreement :

3.17 Funding for expenditures related to COVID-19

For Fiscal Year 2020-2021, exceptional funding, distinct from the funding set out in subsection 3.2 and subsection 3.6, is granted to cover additional expenditures, for the EPPF, related to COVID-19. The maximum amount of this additional funding is \$312,576.40 for Fiscal Year 2020-2021. In accordance with this subsection, funding for COVID-19 related expenditures will be allocated by the Cree Nation Government as deemed necessary to meet its needs related to the COVID-19 pandemic, as set out in Schedule 4. The maximum respective contributions of Canada and Québec are established according to the following ratio: fifty-two percent (52%) for Canada and forty-eight percent (48%) for Québec.

For Fiscal Year 2020-2021, the following amounts are used to cover expenditures related to COVID-19 :

\$162,539.73 for Canada;
\$150,036.67 for Québec.

Payments covering expenditures related to COVID-19 provided for in subsection 3.17 shall be made only after verification and approval by Canada and Québec of the supporting documents submitted by the Cree Nation Government in support of the eligible expenditures presented in Schedule 4.

7. Subsection 5.2 of the Agreement is replaced by the following :

5.2 Financial Records and Audited Statements

Without limiting the generality of section **Error! Reference source not found.** of this Agreement, the Cree Nation Government shall:

- a. maintain separate accounting records or a separate chart of accounts clearly identifying revenues and expenses distinctively for each of the operations funding, for the Major Capital Infrastructure funding of the EEPF, and for the funding related to COVID-19 expenditures;
- b. maintain accounting records with respect to the funding provided by Canada and Québec pursuant to this Agreement in accordance with generally accepted accounting principles as provided in the Chartered Professional Accountants Canada (CPA Canada);
- c. maintain appropriate records related to the use of the funding received from Canada and Québec pursuant to this Agreement for a given Financial Year and conserve and retain such records for a period of five (5) years following the end of that Financial Year;
- d. Within one hundred and fifty (150) days following the end of each Financial Year of this Agreement, provide to Canada and to Québec an audited financial statement as to the use of the funding received by the Cree Nation Government from Canada and Québec pursuant to this Agreement in that Financial Year and prepared by an independent and qualified accountant. The audited financial statements should include an auditor's report, a distinct balance sheet, a statement of cash flows, a distinct revenues and expenditures statement for the operations funding, for the Major Capital Infrastructure funding, for the funding related to COVID-19 expenditures, and notes to the financial statements, and.

8. The Agreement is modified by the addition of Schedule 4, attached to this Amendment.

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

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

March 30, 2021
Date By: Director, Programs,
Public Safety Canada

The GOUVERNEMENT DU QUÉBEC

Date By: The sous-ministre de la Sécurité publique

Date By: The secrétaire général associé aux Affaires autochtones

Date By: The secrétaire général associé aux Relations canadiennes

The CREE NATION GOVERNMENT

March 25, 2021
Date By: Chair

The GRAND COUNCIL OF THE CREES (EYYOU
ISTCHEE)

03-26-2021
Date By: Deputy Grand Chief

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

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Date By: Director, Programs,
Public Safety Canada

The GOUVERNEMENT DU QUÉBEC

Le 25 mars 2021

Date By: The sous-ministre de la Sécurité publique

Le 25 mars 2021

Date By: The secrétaire général associé aux Affaires autochtones

Le 29 mars 2021

Date By: The secrétaire général associé aux Relations canadiennes

The CREE NATION GOVERNMENT

Date By: Chair

The GRAND COUNCIL OF THE CREES (EEYOU
ISTCHEE)

Date By: Deputy Grand Chief

**SCHEDULE 4 – ADDITIONAL AMOUNTS EXCEPTIONALLY GRANTED
IN 2020-2021 IN RESPONSE TO COVID-19**

| Description | Costs |
|-------------------|---------------------|
| Pay and benefits | \$226,756.69 |
| Police equipment | \$42,228.61 |
| Professional fees | \$43,591.10 |
| Total | \$312,576.40 |