

**AMENDMENT NUMBER 2
TO THE AGREEMENT ON THE PROVISION OF POLICING SERVICES
IN THE COMMUNITY OF AKWESASNE
FOR THE PERIOD FROM APRIL 1, 2019 TO MARCH 31, 2023**

BETWEEN: **MOHAWK COUNCIL OF AKWESASNE**
represented by the Grand Chief
(hereinafter referred to as the “Council”)

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: **HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**
represented by the Solicitor General
(hereinafter referred to as “Ontario”)

AND: **THE GOUVERNEMENT DU QUÉBEC**
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 referred to as “Québec”)

(hereinafter collectively referred to as the “Parties”)

PREAMBLE

WHEREAS the Parties entered into an Agreement on March 27, 2020, entitled Agreement on the provision of policing services in the community of Akwesasne for the period from April 1, 2019 to March 31, 2023 (hereinafter referred to as 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 6.3 of this 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, 2021 to March 31, 2022;

WHEREAS this funding is distinct from the funding for policing operating costs set out in Schedule A of the Agreement and covers the expenditure eligibility period from April 1, 2021 to March 31, 2022;

CONSEQUENTLY, the Parties agree as follows:

1. The preamble and Schedule A form an integral part of this Amendment.
2. All terms and conditions of the Agreement remain unchanged except as provided in this Amendment.

3. Subparagraph 4.2.1 b) of the Agreement is replaced by the following :

- b) in accordance with the budget set out in Schedule A of this Agreement, at :
\$ 4,797,949.09 for Fiscal Year 2019-2020;
\$ 4,823,100.25 for Fiscal Year 2020-2021, of which a maximum of \$ 119,827.80 is for expenditures related to COVID-19;
\$ 5,100,612.42 for Fiscal Year 2021-2022, of which a maximum of \$ 268,000 is for expenditures related to COVID-19;
\$4,965,509.28 for Fiscal Year 2022-2023;

totaling \$ 19,687,171.04 for the agreement as a whole.

4. Subparagraph 4.2.2 c) of the Agreement is replaced by the following :

- c) For Fiscal Year 2021-2022 :
\$ 2,652,318.46 for Canada, of which a maximum of \$ 139,360 is for expenditures related to COVID-19;
\$ 1,224,146.98 for Ontario, of which a maximum of \$ 64,320 is for expenditures related to COVID-19;
\$ 1,224,146.98 for Québec, of which a maximum of \$ 64,320 is for expenditures related to COVID-19.

Payments covering expenditures related to COVID-19 provided for in paragraph 4.2.2 shall be made only after verification and approval by Canada, Ontario and Québec of the supporting documents submitted by the community in support of the eligible expenditures presented in Table 2 of Schedule A with the exception of risk premiums.

5. Subparagraph 4.2.5 b) of the Agreement is replaced by the following :

- b) For expenditures specifically related to the COVID-19 response, incurred exclusively during the Fiscal Year in which the funding was provided (Schedule A - Table 2), the Council may reallocate funds between budget items only if they are still related to the COVID-19 response, without authorization or preparing an amended budget, when the reallocation is equal or less than twenty per cent (20%) of the annual contribution related to the COVID-19 response.

6. Paragraph 4.5.3 of the Agreement is replaced by the following:

- 4.5.3 For the Fiscal Years in which the funding was granted for expenditures related to the COVID-19 response, any portion of this amount that is not spent on expenditures related to COVID-19 by the end of the intended Fiscal Year is considered an overpayment and subsections 4.10 and 4.11 apply to this overpayment. Notwithstanding subsection 4.5, no portion of this amount may be carried forward to a subsequent Fiscal Year.

7. Subparagraph 4.8.1 a) of the Agreement is replaced by the following :

- a) maintain separate accounting records, clearly identifying revenues and expenditures for the provisions of policing services, and separately, those specifically related to the COVID-19 response for the Fiscal Year in which the funding was provided;

8. Subparagraph 4.9.2 b) of the Agreement is replaced by the following :

- b) they include in particular an income and expense statement for all the funding received and expenses incurred for the delivery of policing services, and separately, those specifically related to the COVID-19 response for the Fiscal Year in which funding was provided;

9. Fiscal Year 2021-2022 of Schedule A of the Agreement is replaced by Schedule A attached to this Amendment.
10. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Each Party will receive all signed copies; it being understood that all Parties need not sign the same counterparts.
11. The exchange of copies of this Amendment and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes.

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

FOR THE COUNCIL,



GRAND CHIEF, AS DULY AUTHORIZED BY THE
MOHAWK COUNCIL OF AKWESASNE

3/24/22

Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,



DIRECTOR, COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA

Digitally signed by Gilbert, Anne
Date: 2022.03.16 15:59:17 -04'00'

Signed on

ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO by,



Deputy Solicitor General
Ministry of the Solicitor General

March 22, 2022
Signed on

FOR THE GOUVERNEMENT DU QUÉBEC,



THE SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

2022-03-25

Signed on

and



THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX AFFAIRES AUTOCHTONES

28 mars 2022

Signed on

and



THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS CANADIENNES

28 mars 2022

Signed on

Schedule A
Police Service Budget

Table 1: Police Service Budget 2021-2022 including response to COVID-19

Revenues for Fiscal Year 2021-2022

Agreement on the Provision of Policing Services in the Community of Akwesasne

Government Funding	Amount
Public Safety Canada	\$2,652,318.46
Government of Ontario	\$1,224,146.98
Gouvernement du Québec	\$1,224,146.98
Subtotal – Cash	\$5,100,612.42
Total Government Funding	\$5,100,612.42
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$5,100,612.42

Eligible Expenses for Fiscal Year 2021-2022

Agreement on the Provision of Policing Services in the Community of Akwesasne

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	Total
Administrative expenses	\$208,208.00	\$192,192.00	\$0.00	\$400,400.00
Insurance	\$34,840.00	\$32,160.00	\$0.00	\$67,000.00
IT and communications equipment	\$37,700.00	\$34,800.00	\$0.00	\$72,500.00
Legal costs	\$10,400.00	\$9,600.00	\$0.00	\$20,000.00
Pay and benefits	\$2,121,710.46	\$1,958,501.96	\$0.00	\$4,080,212.42
Police equipment	\$81,900.00	\$75,600.00	\$0.00	\$157,500.00
Police facility costs	\$46,540.00	\$42,960.00	\$0.00	\$89,500.00
Police governance	\$20,800.00	\$19,200.00	\$0.00	\$40,000.00
Professional fees	\$6,760.00	\$6,240.00	\$0.00	\$13,000.00
Training and recruitment	\$24,180.00	\$22,320.00	\$0.00	\$46,500.00
Transportation expenses and related equipment	\$59,280.00	\$54,720.00	\$0.00	\$114,000.00
Subtotal – Cash	\$2,652,318.46	\$2,448,293.96	\$0.00	\$5,100,612.42
Total Expenditures:	\$2,652,318.46	\$2,448,293.96	\$0.00	\$5,100,612.42

1. Cash: actual dollar value or revenues/funding received

**Table 2: Additional Amounts Exceptionally Granted in 2021-2022
for the COVID-19 Response**

Revenues for Fiscal Year 2021-2022
 Agreement on the Provision of Policing Services in the Community of Akwesasne

Government Funding	Amount
Public Safety Canada	\$139,360.00
Government of Ontario	\$64,320.00
Gouvernement du Québec	\$64,320.00
Subtotal – Cash	\$268,000.00
Total Government Funding	\$268,000.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$268,000.00

Eligible Expenses for Fiscal Year 2021-2022
 Agreement on the Provision of Policing Services in the Community of Akwesasne

COVID-19 Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non- Government Funding and other	Total
Pay and benefits excluding risk premiums	\$130,000.00	\$120,000.00	\$0.00	\$250,000.00
Police equipment	\$3,120.00	\$2,880.00	\$0.00	\$6,000.00
Transportation expenses and related equipment	\$6,240.00	\$5,760.00	\$0.00	\$12,000.00
Subtotal – Cash	\$139,360.00	\$128,640.00	\$0.00	\$268,000.00
Total Expenditures:	\$139,360.00	\$128,640.00	\$0.00	\$268,000.00