

**AMENDMENT NUMBER 1
AGREEMENT ON THE FUNDING OF POLICING SERVICES
IN THE COMMUNITY OF KAHNAWÀ:KE
FOR THE PERIOD FROM APRIL 1st, 2019 TO MARCH 31st, 2029**

BETWEEN: **MOHAWK COUNCIL OF KAHNAWÀ:KE**
represented by the 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: **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 30th, 2020, entitled Agreement on the funding of Policing Services in the Community of Kahnawà:ke for the period from April 1st, 2019 to March 31st, 2029 (hereinafter referred to as the "Agreement");

WHEREAS the Parties wish to amend the Agreement, in accordance with subsection 5.3 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, 2020 to March 31, 2021;

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, 2020 to March 31, 2021;

WHEREAS Canada shall provide its share of the funding contribution provided for in this Amendment in accordance with the First Nations Policing Services Program (FNPP) and in accordance with its policies and procedures;

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 3.2.1 b) of the Agreement is replaced by the following :
 - b) in accordance with the budget set out in Schedule A of this Agreement, at :

\$5,018,799 for Fiscal Year 2019-2020;
\$5,755,999.01 for Fiscal Year 2020-2021, of which a maximum of \$455,569.01 is
for expenditures related to COVID-19;
\$5,446,192 for Fiscal Year 2021-2022;

\$5,595,962 for Fiscal Year 2022-2023;
\$5,749,851 for Fiscal Year 2023-2024;
\$5,907,972 for Fiscal Year 2024-2025;
\$6,070,441 for Fiscal Year 2025-2026;
\$6,237,378 for Fiscal Year 2026-2027;
\$6,408,906 for Fiscal Year 2027-2028;
\$6,585,151 for Fiscal Year 2028-2029;

totaling \$58,776,651.01 for the agreement as a whole.

4. Subparagraph 3.2.2 b) of the Agreement is replaced by the following :

b) For Fiscal Year 2020-2021 :

\$2,993,119.49 for Canada, of which a maximum of \$236,895.89 is for expenditures related to COVID-19;

\$2,762,879.52 for Québec, of which a maximum of \$218,673.12 is for expenditures related to COVID-19.

Payments covering expenditures related to COVID-19 provided for in section 3.2.2 b) shall be made only after verification and approval by Canada and Québec of the supporting documents submitted by the community in support of the eligible expenditures presented in Table 2 of Schedule A.

5. Paragraph 3.2.3 of the Agreement is replaced by the following :

3.2.3 a) The Council shall respect the budget set out in Schedule A (Kahnawà:ke Peacekeepers Budget). However, it may reallocate funds between budget items, without authorization or preparing an amended budget, when the reallocation is equal or less than twenty per cent (20%) of the annual contribution, with the exception of expenditures specific to COVID-19, the terms of which are described in sub-paragraph 3.2.3 b);

b) For expenditures specifically related to the COVID-19 response, incurred exclusively during Fiscal Year 2020-2021 (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. Subparagraph 3.5.1 a) of the Agreement is replaced by the following :

a) any unexpended funding remaining at the end of a Fiscal Year may be carried over to the next fiscal year upon request in writing by the Council to Canada and Québec, with the written approval of Canada and Québec, with the exception of expenditures related to COVID-19;

7. Paragraph 3.5.3 is added to the Agreement.

3.5.3 For Fiscal Year 2020-2021, \$455,569.01 of the granted funding is 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 Fiscal Year 2020-2021 is considered an overpayment and subsections 3.10 and 3.11 apply to this overpayment. Notwithstanding subsection 3.5, no portion of this amount may be carried forward to a subsequent Fiscal Year.

8. Subparagraph 3.8.1 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 Fiscal Year 2020-2021;

9. Subparagraph 3.9.2 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 Fiscal Year 2020-2021;

10. Fiscal Year 2020-2021 of Schedule A of the Agreement is replaced by Schedule A attached to this Amendment.

11. 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, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

12. 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,



CHIEF

March 19, 2021

Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,



DIRECTOR, COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA

March 17, 2021

Signed on

FOR THE GOUVERNEMENT DU QUÉBEC,




THE SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

Le 25 mars 2021

Signed on

and




THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX AFFAIRES AUTOCHTONES

Le 25 mars 2021

Signed on

and



THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS CANADIENNES

2021-03-29

Signed on

Schedule A
Kahnawà:ke Peacekeepers Budget

Table 1: Police Service Budget 2020-2021 including response to COVID-19

Revenues for Fiscal Year 2020-2021

Agreement on the funding of Policing Services in the Community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	\$2,993,119.49
Gouvernement du Québec	\$2,762,879.52
Subtotal – Cash	\$5,755,999.01
Total Government Funding	\$5,755,999.01
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$5,755,999.01

Eligible Expenses for Fiscal Year 2020-2021

Agreement on the funding of Policing Services in the Community of Kahnawà:ke

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Gouvernement du Québec Funding	Non-Government Funding and other	Total
Administrative expenses	\$33,800.00	\$31,200.00		\$65,000.00
Employee travel	\$10,400.00	\$9,600.00		\$20,000.00
Insurance	\$16,640.00	\$15,360.00		\$32,000.00
Information Technology and communications equipment	\$15,080.00	\$13,920.00		\$29,000.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	\$2,596,104.85	\$2,396,404.47		\$4,992,509.32
Police equipment	\$122,324.64	\$112,915.05		\$235,239.69
Police facility costs	\$44,200.00	\$40,800.00		\$85,000.00
Police governance	\$52,000.00	\$48,000.00		\$100,000.00
Prisoners' keep and escorts	\$390.00	\$360.00		\$750.00
Professional fees	\$2,340.00	\$2,160.00		\$4,500.00
Training and recruitment	\$67,600.00	\$62,400.00		\$130,000.00
Transportation expenses and related equipment	\$27,040.00	\$24,960.00		\$52,000.00
Subtotal – Cash	\$2,993,119.49	\$2,762,879.52	\$0.00	\$5,755,999.01
Total Expenditures:	\$2,993,119.49	\$2,762,879.52	\$0.00	\$5,755,999.01

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

**Table 2: Additional Amounts Exceptionally Granted in 2020-2021
for the COVID-19 Response**

Revenues for Fiscal Year 2020-2021

Agreement on the funding of Policing Services in the Community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	236 895,89 \$
Gouvernement du Québec	218 673,12 \$
Subtotal – Cash	455 569,01 \$
Total Government Funding	455 569,01 \$
Non-government Funding and other	
Subtotal – Cash	0,00 \$
Total Non-government Funding and other	0,00 \$
Total Revenues:	455 569,01 \$

Eligible Expenses for Fiscal Year 2020-2021

Agreement on the funding of Policing Services in the Community of Kahnawà:ke

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Gouvernement du Québec Funding	Non- Government Funding and other	Total
Pay and benefits	\$205,571.25	\$189,758.07	\$0.00	\$395,329.32
Police equipment	\$31,324.64	\$28,915.05	\$0.00	\$60,239.69
Subtotal – Cash	\$236,895.89	\$218,673.12	\$0.00	\$455,569.01
Total Expenditures:	\$236,895.89	\$218,673.12	\$0.00	\$455,569.01