

**AGREEMENT ON THE FUNDING OF POLICING SERVICES IN  
THE COMMUNITY OF KAHNAWÀ:KE  
for the period from April 1<sup>st</sup>, 2019 to March 31<sup>st</sup>, 2029**

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for the period from April 1<sup>st</sup>, 2019 to March 31<sup>st</sup>, 2029**

**AMONG**

MOHAWK COUNCIL OF KAHNAWÀ:KE  
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**

THE GOVERNMENT OF QUEBEC  
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 générale associée  
aux Affaires autochtones and the secrétaire général  
associé aux Relations canadiennes  
(hereinafter referred to as "Quebec")

(hereinafter collectively referred to as the "Parties")

**WHEREAS** the Parties agree on the importance that the Council provide professional policing services that are dedicated and responsive to the needs and culture of the community of Kahnawà:ke (hereinafter referred to as the "Community"), in accordance with the applicable statutes and regulations;

**WHEREAS** the Council and Québec initiated talks on the matter of policing in 1989, which resumed in 1993 and culminated in 1995 with a first tripartite policing agreement between the Council, Québec and Canada;

**WHEREAS**, on October 15<sup>th</sup>, 1998, the Council and Québec have signed a "Statement of Understanding and Mutual Respect" and a "Framework Agreement" which establishes the basis of their relationship, which includes the basis of their relationship as it pertains to policing;

**WHEREAS**, on March 30<sup>th</sup>, 1999, the Council and Québec entered into a second policing agreement and this agreement was renewed many times to expire on March 31<sup>th</sup>, 2010;

**WHEREAS**, from on April 1<sup>st</sup>, 1999 to March 31<sup>st</sup>, 2005, the Council and Canada entered into a transitional agreement for the continuance of policing services and this agreement was renewed many times to expire in March 31<sup>st</sup>, 2010;

**WHEREAS**, on June 10<sup>th</sup>, 2009, in a “Statement of Understanding and Mutual Respect”, the Council and Québec have reiterated their mutual policy commitments;

**WHEREAS**, on July 16<sup>th</sup>, 2009, the Council and Québec signed a “Framework Agreement” establishing, among other, a general framework to promote the review of existing sectoral agreements, including the 1999 agreement on police services;

**WHEREAS** from April 1<sup>st</sup>, 2011 to March 31<sup>st</sup>, 2015 the Council and Québec entered into an agreement concerning the modalities relating to the provision of police services in the community of Kahnawà:ke (hereinafter referred to as “Bilateral Agreement”);

**WHEREAS** the provisions of the Bilateral Agreement provide that it shall be automatically renewed, as of March 31, 2015, by successive periods of five (5) years, unless one of the parties informs the other party to terminate it in accordance with the conditions set out in this agreement;

**WHEREAS** the Council and Quebec wish to maintain the Bilateral Agreement for the duration of this agreement;

**WHEREAS** Canada and Quebec, while respecting their own jurisdictions, wish to provide a financial contribution for the expenses incurred by the Council to establish and maintain police services identified as the “Kahnawà:ke Peacekeepers” which provide services to the community of Kahnawà:ke and which is responsible for maintaining the peace, order and public safety, arresting offenders, preventing and curbing acts and offences punishable by law, and enforcing regulations on the Kahnawà:ke territory;

**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 Annex A (Kahnawà:ke Peacekeepers Budget), C (Due Dates), 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.

Annex 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), are attached for information purposes only.

### **1.2 APPLICABLE LEGISLATION**

This Agreement shall be governed by and interpreted in accordance with the applicable laws in force in the province of Quebec and the Mohawk Territory of Kahnawà:ke.

### **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 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).

1.4.2 This Agreement does not affect the eligibility of and the access by the Council for future increment, if any, of the funding of the FNPP.

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

1.4.4 The territory covered by this agreement is the same as the one described in the "Bilateral Agreement", between the Council and Québec.

The Parties agree that if Canada, Quebec and the Council 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 Council, Canada and Quebec with regard to the community's territorial boundaries.

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

## **1.5 PURPOSES OF THE AGREEMENT**

The purposes of this Agreement is to provide a contribution from Canada and Quebec for the funding of the Kahnawà:ke Peacekeepers who are responsible for ensuring the provision of policing services in the Community, in accordance with both the Framework Agreement and the Bilateral Agreement signed between Quebec and the Council.

## **1.6 DESCRIPTION OF THE KAHNAWÀ:KE PEACEKEEPERS**

1.6.1 The Kahnawà:ke Peacekeepers consists of:

- a) consists, for the year 2019-2020, of a minimum of 35 police officers (full-time equivalent positions) (hereinafter referred to as "peacekeepers"), including the Chief of the Police Force (hereinafter referred to as "Chief Peacekeeper") and 36 police officers, including the Chief of the Police Force, as of 2020-2021.
- b) support staff who shall assist the members of the Kahnawà:ke Peacekeepers with their work.

1.6.2 The Council shall establish a public safety committee (hereinafter referred to as "Kahnawà:ke Peacekeepers Services Board") that will act as an advisory body representative of the community in order to identify community issues, to provide direction with regard to public security priorities, and to provide recommendations to the Kahnawà:ke Peacekeepers.

**PART II  
FACILITY AND EQUIPMENT**

**2.1 POLICE FACILITY**

2.1.1 The Council shall provide a police facility for the use of the Kahnawà:ke Peacekeepers for the provision of policing services.

2.1.2 The Council shall ensure that the police facility provided pursuant to paragraph 2.1.1 complies with applicable fire safety and occupational health and safety standards by:

- a) having the facility inspected, within one year after the signing of the Agreement, by an independent expert, approved by Canada and Quebec, to assess compliance with fire safety and occupational health and safety standards; and,
- b) if the independent expert finds that the facility is lacking, submitting to Canada and Quebec, within thirty (30) days, a plan of corrective actions that it will make to the facility 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 Council to ensure the health and safety of the members of the Police Service and the public. Canada or Quebec may ask the Council to clarify or modify its corrective plan if it believes that the plan does not show that the Council will be able to fulfil its obligations under this Agreement and ensure the health and safety of the members of the Kahnawà:ke Peacekeepers and the public.

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

2.1.3 The inspection report under paragraph 2.1.2 a) shall be submitted to Canada and Quebec as well as the insurer and shall:

- a) detail the qualifications of the author and the findings of the inspection;
- b) emphasize compliance with the National Building Code of Canada and the National Fire Code of Canada and make appropriate recommendations considering the geographic location of the facility occupied by the Kahnawà:ke Peacekeepers;
- c) include photographs of the deficiencies identified.

2.1.4 It is the sole responsibility of the Council 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 Council 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.

2.1.5 The Council recognizes that section 2.1 does not represent a commitment by Canada or Quebec to fund the corrective actions required to remedy the deficiencies in the police facility. The Council may, however, rework the Kahnawà:ke Peacekeepers's budget set out in Annex A, as permitted under Part III of the Agreement, on the condition that these costs are eligible costs.

2.1.6 If rent is charged by a third party for the facility occupied by the Kahnawà:ke Peacekeepers, 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 Council 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 to be charged is reasonable with regard to the local market.

## **2.2 MATERIAL AND EQUIPMENT**

2.2.1 The Council, further to recommendations from the Chief Peacekeeper, 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.

2.2.2 The Council shall provide to Canada and Quebec a complete inventory of weapons of the Kahnawà:ke Peacekeepers, including intermediary weapons:

- a) within thirty (30) days of the commencement of this Agreement, if before signing this Agreement, the Council 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 3.9.1;
- c) upon the expiration or termination of this Agreement;
- d) without delay, upon request from Quebec.

## **2.3 DISPOSAL OF MATERIAL AND EQUIPMENT**

2.3.1 The Council is responsible for the maintenance of material and equipment of the Kahnawà:ke Peacekeepers.

2.3.2 The Council agrees to replace the material and equipment of the Kahnawà:ke Peacekeepers 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.

2.3.3 During the term of this Agreement, material and equipment of the Kahnawà:ke Peacekeepers may be sold by the Council 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 3.2.2. 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 ministre des Finances du Québec.
- c) notwithstanding subsections 2.3.3 a) and b), Canada and Quebec may, jointly and in writing, agree that the Council keep the proceeds of the sales to acquire material and equipment for the provision of policing services.

2.3.4 Upon the expiration or termination of this Agreement, the Council shall dispose of the Kahnawà:ke Peacekeepers material and equipment in accordance with subsection 5.7.

## **2.4 INSURANCE**

2.4.1 The Council shall contract and maintain a comprehensive general liability insurance covering the facilities required for the provision of policing services, the activities of the Kahnawà:ke Peacekeepers, its officials, police officers and other employees and agents assigned to policing activities, including the activities of the Council 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.

2.4.2 The Council 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 Kahnawà:ke Peacekeepers.

2.4.3 The Council shall provide Canada and Quebec with a copy of their insurance certificate within thirty (30) days following the commencement of this Agreement and, subsequently, within thirty (30) days of the renewal or amendment of the insurance.

2.4.4 The Council shall advise Canada and Quebec, without delay, if the insurer terminates or amends the insurance.

**PART III**  
**FUNDING ARRANGEMENTS FOR POLICING SERVICES**

**3.1 INFORMATION TO THE PUBLIC**

- 3.1.1 The Council 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 Council shall provide Canada and Quebec with the required and reasonable assistance that Canada and Quebec deem necessary for the public announcement.
- 3.1.2 Except as 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.

**3.2 FUNDING AMOUNT AND BUDGET**

- 3.2.1 The maximum amount of the policing service costs funded by Canada and Quebec shall be established:
- a) by fiscal year beginning on April 1<sup>st</sup> of a calendar year and ending on March 31<sup>st</sup> of the subsequent calendar year, and
  - b) in accordance with the budget in Annex A of this Agreement, at:  
\$5,018,799 for Fiscal Year 2019-2020;  
\$5,300,430 for Fiscal Year 2020-2021;  
\$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;
- totalling \$58,321,082 for the agreement as a whole.
- 3.2.2 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 2019-2020:  
\$2,609,776 for Canada;  
\$2,409,023 for Quebec.

- b) for Fiscal Year 2020-2021:  
\$2,756,224 for Canada;  
\$2,544,206 for Quebec.
- c) for Fiscal Year 2021-2022:  
\$2,832,020 for Canada;  
\$2,614,172 for Quebec.
- d) for Fiscal Year 2022-2023:  
\$2,909,900 for Canada;  
\$2,686,062 for Quebec.
- e) for Fiscal Year 2023-2024:  
\$2,989,923 for Canada;  
\$2,759,928 for Quebec.
- f) for Fiscal Year 2024-2025:  
\$3,072,145 for Canada;  
\$2,835,827 for Quebec.
- g) for Fiscal Year 2025-2026:  
\$3,156,629 for Canada;  
\$2,913,812 for Quebec.
- h) for Fiscal Year 2026-2027:  
\$3,243,437 for Canada;  
\$2,993,941 for Quebec.
- i) for Fiscal Year 2027-2028:  
\$3,332,631 for Canada;  
\$3,076,275 for Quebec.
- j) for Fiscal Year 2028-2029:  
\$3,424,279 for Canada;  
\$3,160,872 for Quebec.

3.2.3 The Council shall respect the budget set out in Annex 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.

3.2.4 If the reallocation is higher than the amount indicated in 3.2.3, or if the budgetary reallocation requires the addition of a new eligible budget item or the removal of an existing budget item, the Council shall obtain the written authorization of Canada and Quebec.

- 3.2.5 The Council 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 3.2.3 for a fiscal year exceed 20% of the total contribution by Canada and Quebec for that fiscal year.
- 3.2.6 The authorization request under paragraphs 3.2.4 and 3.2.5 and the information required therein shall be submitted in accordance with the requirements of Quebec and Canada (see Annex B – Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding).
- 3.2.7 Budgetary reallocations shall be clearly identified in the quarterly cash flow statement referred to in paragraph 3.3.1 and the audited annual financial statements referred to in paragraph 3.9.2.

### **3.3 PAYMENT ANNEX TERMS AND CONDITIONS**

- 3.3.1 At the beginning of each fiscal year, the Council shall prepare a cash flow statement, in accordance with the budget submitted in Annex 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 15th 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 (Annex 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.
- 3.3.2 The payment schedule for Canada is as follows:  
For each fiscal year covered by this Agreement, Canada shall pay the Council its annual contribution based on the following terms:  
fifty percent (50%) of its share, on May 1<sup>st</sup> and October 1<sup>st</sup> of the fiscal year covered by this Agreement.
- 3.3.3 The payment schedule for Quebec is as follows:  
For Fiscal each fiscal year covered by this Agreement, Quebec shall pay the Council its annual contribution based on the following terms:  
fifty percent (50%) of its share on June 1<sup>st</sup> and November 1<sup>st</sup> of the fiscal year covered by this Agreement.
- 3.3.4 Canada and Quebec may withhold their share if they have not received the cash flow statement referred to in paragraph 3.3.1 and the documents referred to in section 3.9 within the time frames established by this Agreement (Annex C - Due Dates).
- 3.3.5 If funding has been received by the Council under a previous agreement and not spent, the Council acknowledges that it is owed to Canada and Quebec.
- 3.3.6 Canada and Quebec may authorize the Council to retain that amount as partial payment of their respective obligations and thus proportionally reduce their payments.

### **3.4 CONDITIONS OF FUNDING**

- 3.4.1 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 a sufficient balance available out of an appropriation, 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, pursuant to section 21 of the *Financial Administration Act* (RSQ, c A 6.001).
- 3.4.2 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.
- 3.4.3 If, following the receipt of a notice with regards to a contribution reduction, the Council 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.
- 3.4.4 The Council 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 Council agrees that such amounts can be offset through the contributions provided by Canada and Quebec under this Agreement.

### **3.5 UNEXPENDED FUNDING, CARRY-OVER AND DEFICIT**

- 3.5.1 The carryover of unexpended funding is subject to following terms and condition:
- 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 Council to Canada and Quebec, with the written approval of Canada and Quebec;
  - b) the request shall describe how the Council 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 Annex 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 Community 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 3.3.1 and the annual audited financial statements provided for in paragraph 3.9.2;

- d) any unexpended funding remaining upon expiry of this Agreement, unless renewed, constitutes a debt due to Canada and to Quebec.

3.5.2 At the end of each fiscal year, any deficit remains the responsibility of the Council and cannot be carried forward to the next fiscal year.

### **3.6 ALLOCATION OF EXPENSES AND ADMISSIBLE COSTS**

3.6.1 The Council shall allocate contributions obtained under this Agreement exclusively to the following expenses, which must not exceed what is set out in Annex A:

- a) Pay and benefits for: police officers, special constables or other appointed individuals; and, permanent, temporary or casual civilian staff, including professional, technical, custodial, clerical and administrative employees;
- b) Administrative expenses, which must be defined in the agreement and shall not exceed 15% of the total value of the contribution agreement;
- c) Expenses necessary to fulfil the roles and responsibilities of the police governing authority, including: travel, training, room rentals, and honoraria;
- d) Police equipment;
- e) Transportation expenses and related equipment;
- f) Expenses related to employee travel to and from remote locations;
- g) Expenses related to prisoners' keep and escorts;
- h) Information technology and communications equipment and associated expenses;
- i) Training and recruitment expenses;
- j) Rent subsidies for housing of officers, where applicable;
- k) Police facility costs;
- l) Policing infrastructure expenditures when the police facility is owned by the First Nation or Inuit community, as defined as:
  - 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;
- m) Insurance premiums for general liability insurance for policing operations, and vehicles and other means of transportation operated by or on behalf of the police service;
- n) Legal costs related to the operations of the police service; and
- o) Professional fees related to the preparation of financial statements.

3.6.2 The Parties agree that only the expenses covered under paragraph 3.6.1 are admissible under this Agreement.

### **3.7 DECLARATIONS OF THE COUNCIL**

- 3.7.1 The Council declares that the budget in Annex A describes all funds from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement.

The Council 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.

- 3.7.2 If other funds provided by a federal or Quebec department or agency, in addition to those provided for in this agreement, 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 additional funds obtained. 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.

### **3.8 MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS**

- 3.8.1 The Council shall:

- a) maintain separate accounting records 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 Chartered Professional Accountants Canada (*CPA Canada*) Handbook, including records of all expenditures made by the Council 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.

### **3.9 REPORTING AND ACCOUNTABILITY**

- 3.9.1 The Council through the Kahnawà:ke Peacekeepers Services Board 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 Kahnawà:ke Peacekeepers, including the following information:
- a) a description of the Kahnawà:ke Peacekeepers' police and civilian personnel, including an organizational chart;

- b) the Kahnawà:ke Peacekeepers' hiring and training activities;
- c) statistical data on caseload information handled by the Kahnawà:ke Peacekeepers;
- d) activities and programs delivered by the Kahnawà:ke Peacekeepers 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 Kahnawà:ke Peacekeepers, including the nature of the complaints;
- h) complete inventory of weapons, including intermediary weapons.

3.9.2 Within four (4) months following the end of each fiscal year, the Council 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 *CPA Canada 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 Council and are active members in good standing of the *Ordre des comptables professionnels agréés du Québec (CPA)*.

3.9.3 Within thirty (30) days following the end of each quarter in a fiscal year, the Council shall provide Canada and Quebec with the updated cash flow statement provided for in paragraph 3.3.1, including the income and expense statement for the previous quarter and projections for upcoming quarters, presented in accordance with their requirements.

3.9.4 The Council shall provide supporting documents requested by Canada and Quebec for the financial statement provided for in paragraph 3.9.2 or the cash flow statement provided for in paragraph 3.3.1 within the time frames set out in these sections for the production of financial statements and the cash flow statement.

3.9.5 The Council 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.

### **3.10 OVERPAYMENT**

3.10.1 The Council 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 Council 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 Council's 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 Council and an overpayment is identified as a result of inadmissible expenditures or costs;
- d) for any other reason, the Council was not entitled to the contributions, or Canada and Quebec determine that the sums paid exceed the amount to which the Council was entitled.

3.10.2 The Council 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.

3.10.3 Any overpayment is then considered a debt to Canada and Quebec, at their respective rate of funding, and due by the Council. 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 3.9.2, 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 ministre des Finances du Québec.

3.10.4 Any unexpended funding may be offset by reducing any other contributions made by Canada and Quebec.

### **3.11 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.

### **3.12 AUDIT BY CANADA OR QUEBEC**

3.12.1 The Council 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 Council 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.

- 3.12.2 The Council 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 Council shall provide the independent auditors with copies of records and registers when requested, without charge.
- 3.12.3 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](http://www.publicsafety.gc.ca)).

### **3.13 ASSIGNMENT AND SUBCONTRACTING**

- 3.13.1 The Council shall not encumber or assign its rights under this Agreement without the written permission of Canada and Quebec.
- 3.13.2 The Council may delegate to an agent the administrative management of the policing services. For that purpose, it shall undertake a contract that details the services provided and the responsibilities and undertakings of the agent toward the Council.

The monetary value of such contract shall not exceed fifteen percent (15%) of the annual budget of each fiscal year. The Council 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.

- 3.13.3 In all contracts it awards, the Council 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 Council's behalf. The Council shall, when so requested by Canada or Quebec, provide a copy of the contract with any subcontractor with which the Council does business.

## **PART IV GENERAL PROVISIONS**

### **4.1 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), the *Conflict of Interest Act* (S.C. 2006, c. 9), or the *Values and Ethics Code for the Public Sector*.

### **4.2 LOBBYING**

Any person lobbying on behalf of the Council must comply with the Lobbying Act (R.S.C. 1985, c. 44) and the Lobbying Transparency and Ethics Act (R.S.Q. c. 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.)

### **4.3 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.

### **4.4 NO PARTNERSHIP**

- 4.4.1 The Council 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 Council may enter into as a result of this Agreement, including, without limitation, any loan, capital lease or other long-term obligation.
- 4.4.2 It is agreed that personnel employed as a result of this Agreement are and shall remain persons providing services to the Council, and nothing in this Agreement is to be read or construed as conferring upon the Council 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.
- 4.4.3 The Council 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.

#### **4.5 INDEMNIFICATION**

- 4.5.1 The Council 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 Council 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.
- 4.5.2 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 Council 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.

#### **4.6 DISCLOSURE**

- 4.6.1 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.
- 4.6.2 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.
- 4.6.3 The Council 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 V FINAL PROVISIONS**

### **5.1 ACCOUNTABILITY OF THE COUNCIL**

The Council 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 Council shall, at all times, ensure that all the obligations under this Agreement are fulfilled.

### **5.2 LIAISON 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.

### **5.3 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.

### **5.4 DEFAULT**

5.4.1 Where there is default, or there is, in the opinion of Canada or Quebec, a likelihood of default of the Council, or where the Council 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 Council;
- b) suspend any payment; or
- c) terminate the Agreement in accordance with the terms set out in subsection 5.6.

The Parties agree that any situation where, in the opinion of Canada or Quebec, the Kahnawà:ke Peacekeepers are no longer able to deliver the policing services funded under this Agreement constitutes default.

5.4.2 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 5.4.1, if the Council does not remedy the default within thirty (30) days.

5.4.3 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.

## **5.5 DISPUTE RESOLUTION**

5.5.1 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.

5.5.2 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.

5.5.3 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 5.6.

## **5.6 TERMINATION**

5.6.1 This Agreement may be terminated under the following conditions:

- a) by Canada or Quebec, when, as set out in paragraph 3.4.2, funding is no longer available or the appropriation has been decreased;
- b) by the Council, as set out in paragraph 3.4.3, following a reduction of funds by Canada or Quebec, whereby the Council can no longer fulfill its obligations under this Agreement;
- c) by Canada or Quebec, if the Council has not remedied the default to the satisfaction of Canada or Quebec within the thirty (30) day period as set out in paragraph 5.4.2; or
- d) at any time, by any Party, even if there is no default committed by another Party.

5.6.2 The termination shall take effect:

- a) subject to paragraph 5.6.1 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 5.6.1 b), thirty (30) days upon receipt, by Canada and Quebec, of a notice from the Council to this effect;
- c) subject to paragraph 5.6.1 c), on the date indicated in the notice provided by Canada or Quebec to this effect; or
- d) subject to paragraph 5.6.1 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.

## **5.7 OBLIGATIONS OF THE COUNCIL IN THE EVENT OF TERMINATION OR NON-RENEWAL OF THE AGREEMENT**

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

- a) provide Canada and Quebec with a complete inventory of weapons of the Kahnawà:ke Peacekeepers, including intermediary weapons;
- b) remit immediately to the SQ weapons belonging to the Kahnawà:ke Peacekeepers, including intermediary weapons, as well as all documents, files, evidence and seized weapons or weapons under the control of the Kanhawà:ké Peacekeepers, including intermediary weapons;
- c) ensure that weapons belonging to the Kahnawà:ke Peacekeepers, 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 Kahnawà:ke Peacekeepers funded under this Agreement, an occupancy agreement for the police facility referred to in paragraph 2.1.1, 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 2.3.

5.7.2 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 ministre des Finances du Québec.

5.7.3 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.

## **5.8 CARRYING OUT CERTAIN OBLIGATIONS**

The obligations and the provisions set out in subsections 1.2, 1.4, 3.9, 3.10, 3.11, 3.12, 4.4, 4.5, 4.6, 5.1 and 5.7 will continue to be in effect beyond the termination or expiry of this Agreement.

## 5.9 NOTICE

- 5.9.1 Any notice, request, information or any other document required with respect to this Agreement shall be deemed to be served if mailed, emailed or transmitted by fax. Any notice sent or transmitted by email or 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  
To the attention of the Regional Manager  
800 Square-Victoria Street, Suite 305  
P.O. Box 117  
Montreal, QC H4Z 1B7  
Fax: 514 283-2016  
[ps.aboriginalpolice-policeautochtone.sp@canada.ca](mailto:ps.aboriginalpolice-policeautochtone.sp@canada.ca)

**For Quebec:**

Direction de l'organisation policière  
Ministère de la Sécurité publique du Québec  
À l'attention du directeur  
2525, boulevard Laurier  
Québec (Québec) G1V 2L2  
Télécopieur : 418 646-1869  
[police.autochtone@msp.gouv.qc.ca](mailto:police.autochtone@msp.gouv.qc.ca)

**For the Council:**

Mohawk Council of Kahnawà:ke  
P.O. Box 720  
Kahnawà:ke, Qc, J0L 1B0  
Fax: (450) 635-1834

5.9.2 Each Party shall notify the other Parties in writing of any change of address or fax number.

**5.10 DURATION OF AGREEMENT**

5.10.1 This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from April 1<sup>st</sup>, 2019 to March 31<sup>st</sup>, 2029 unless it is terminated in accordance with subsection 5.6.

5.10.2 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31<sup>st</sup>, 2029, to maintain the provisions of this Agreement, these provisions, except the sections regarding funding in Part III, 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<sup>st</sup>, 2030 the provisions of this Agreement will expire.

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

**FOR THE COUNCIL,**

\_\_\_\_\_  
THE GRAND CHIEF

\_\_\_\_\_  
Signed on

**FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**

\_\_\_\_\_  
THE DIRECTOR GENERAL, PROGRAMS  
PUBLIC SAFETY CANADA

\_\_\_\_\_  
Signed on

**FOR THE GOVERNMENT OF QUEBEC,**

\_\_\_\_\_  
THE SOUS-MINISTRE DE LA SÉCURITÉ PUBLIQUE

\_\_\_\_\_  
Signed on

**and**

\_\_\_\_\_  
THE SECRÉTAIRE GÉNÉRALE ASSOCIÉE  
AUX AFFAIRES AUTOCHTONES

\_\_\_\_\_  
Signed on

**and**

\_\_\_\_\_  
THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ  
AUX RELATIONS CANADIENNES

\_\_\_\_\_  
Signed on

**ANNEX A**  
**KAHNAWÀ:KE PEACEKEEPERS BUDGET**

**Revenues for Fiscal Year 2019-2020**

Agreement on the Provision of Police Services in the community of Kahnawà:ke

<b>Government Funding</b>	<b>Amount</b>
Public Safety Canada	\$2,609,776.00
Quebec Government	\$2,409,023.00
Subtotal – Cash	\$5,018,799.00
<b>Total Government Funding</b>	<b>\$5,018,799.00</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	\$0.00
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$5,018,799.00</b>

**Eligible Expenses for Fiscal Year 2019-2020**

Agreement on the Provision of Police Services in the community of Kahnawà:ke

<b>Detailed Eligible Expenditures by Category</b>	<b>Eligible Expenditures</b>			
	Public Safety Canada Funding	Other Government Funding	Non-Government Funding and other	Total
Administrative expenses	\$32,240.00	\$29,760.00		\$62,000.00
Employee Travel	\$10,400.00	\$9,600.00		\$20,000.00
Insurance	\$15,080.00	\$13,920.00		\$29,000.00
IT and Communication Equipment	\$14,638.00	\$13,512.00		\$28,150.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	\$2,253,758.00	\$2,080,391.00		\$4,334,149.00
Police Equipment	\$87,880.00	\$81,120.00		\$169,000.00
Police facility cost	\$43,711.00	\$40,348.00		\$84,059.00
Police Governance	\$52,000.00	\$48,000.00		\$100,000.00
Prisoners' Keep and Escort Expenses	\$390.00	\$360.00		\$750.00
Professional fees	\$2,340.00	\$2,160.00		\$4,500.00
Training and recruitment	\$65,099.00	\$60,092.00		\$125,191.00
Transportation expenses and related equipment	\$27,040.00	\$24,960.00		\$52,000.00
Sub-Total Cash	\$2,609,776.00	\$2,409,023.00	\$0.00	\$5,018,799.00
<b>Total Expenditures:</b>	<b>\$2,609,776.00</b>	<b>\$2,409,023.00</b>	<b>\$0.00</b>	<b>\$5,018,799.00</b>

Cash: actual dollar value or revenues/funding received

### Revenues for Fiscal Year 2020-2021

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	\$2,756,224.00
Quebec Government	\$2,544,206.00
Subtotal – Cash	\$5,300,430.00
<b>Total Government Funding</b>	<b>\$5,300,430.00</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	<b>\$0.00</b>
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$5,300,430.00</b>

### Eligible Expenses for Fiscal Year 2020-2021

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government 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
IT and Communication Equipment	\$15,080.00	\$13,920.00		\$29,000.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	2,390,534.00	\$2,206,646.00		4,597,180.00
Police Equipment	\$91,000.00	\$84,000.00		\$175,000.00
Police facility cost	\$44,200.00	\$40,800.00		\$85,000.00
Police Governance	\$52,000.00	\$48,000.00		\$100,000.00
Prisoners' Keep and Escort Expenses	\$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
Sub-Total Cash	\$2,756,224.00	\$2,544,206.00	\$0.00	\$5,300,430.00
<b>Total Expenditures:</b>	<b>\$2,756,224.00</b>	<b>\$2,544,206.00</b>	<b>\$0.00</b>	<b>\$5,300,430.00</b>

Cash: actual dollar value or revenues/funding received

### Revenues for Fiscal Year 2021-2022

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	\$2,832,020.00
Quebec Government	\$2,614,172.00
Subtotal – Cash	\$5,446,192.00
<b>Total Government Funding</b>	<b>\$5,446,192.00</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	<b>\$0.00</b>
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$5,446,192.00</b>

### Eligible Expenses for Fiscal Year 2021-2022

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government 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
IT and Communication Equipment	\$15,080.00	\$13,920.00		\$29,000.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	\$2,463,730.00	\$2,274,212.00		\$4,737,942.00
Police Equipment	\$91,000.00	\$84,000.00		\$175,000.00
Police facility cost	\$44,200.00	\$40,800.00		\$85,000.00
Police Governance	\$52,000.00	\$48,000.00		\$100,000.00
Prisoners' Keep and Escort Expenses	\$390.00	\$360.00		\$750.00
Professional fees	\$2,340.00	\$2,160.00		\$4,500.00
Training and recruitment	\$70,200.00	\$64,800.00		\$135,000.00
Transportation expenses and related equipment	\$27,040.00	\$24,960.00		\$52,000.00
Sub-Total Cash	\$2,832,020.00	\$2,614,172.00	\$0.00	\$5,446,192.00
<b>Total Expenditures:</b>	<b>\$2,832,020.00</b>	<b>\$2,614,172.00</b>	<b>\$0.00</b>	<b>\$5,446,192.00</b>

Cash: actual dollar value or revenues/funding received

### Revenues for Fiscal Year 2022-2023

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	\$2,909,900.00
Quebec Government	\$2,686,062.00
Subtotal – Cash	\$5,595,962.00
<b>Total Government Funding</b>	<b>\$5,595,962.00</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	<b>\$0.00</b>
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$5,595,962.00</b>

### Eligible Expenses for Fiscal Year 2022-2023

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government 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	\$17,680.00	\$16,320.00		\$34,000.00
IT and Communication Equipment	\$15,600.00	\$14,400.00		\$30,000.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	\$2,537,450.00	\$2,342,262.00		\$4,879,712.00
Police Equipment	\$91,000.00	\$84,000.00		\$175,000.00
Police facility cost	\$44,200.00	\$40,800.00		\$85,000.00
Police Governance	\$52,000.00	\$48,000.00		\$100,000.00
Prisoners' Keep and Escort Expenses	\$390.00	\$360.00		\$750.00
Professional fees	\$2,340.00	\$2,160.00		\$4,500.00
Training and recruitment	\$72,800.00	\$67,200.00		\$140,000.00
Transportation expenses and related equipment	\$27,040.00	\$24,960.00		\$52,000.00
Sub-Total Cash	\$2,909,900.00	\$2,686,062.00	\$0.00	\$5,595,962.00
<b>Total Expenditures:</b>	<b>\$2,909,900.00</b>	<b>\$2,686,062.00</b>	<b>\$0.00</b>	<b>\$5,595,962.00</b>

Cash: actual dollar value or revenues/funding received

**Revenues for Fiscal Year 2023-2024**

Agreement on the Provision of Police Services in the community of Kahnawà:ke

<b>Government Funding</b>	<b>Amount</b>
Public Safety Canada	\$2,989,923.00
Quebec Government	\$2,759,928.00
Subtotal – Cash	\$5,749,851.00
<b>Total Government Funding</b>	<b>\$5,749,851.00</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	<b>\$0.00</b>
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$5,749,851.00</b>

**Eligible Expenses for Fiscal Year 2023-2024**

Agreement on the Provision of Police Services in the community of Kahnawà:ke

<b>Detailed Eligible Expenditures by Category</b>	<b>Eligible Expenditures</b>			
	Public Safety Canada Funding	Other Government 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	\$17,680.00	\$16,320.00		\$34,000.00
IT and Communication Equipment	\$15,600.00	\$14,400.00		\$30,000.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	\$2,614,873.00	\$2,413,728.00		\$5,028,601.00
Police Equipment	\$91,000.00	\$84,000.00		\$175,000.00
Police facility cost	\$44,200.00	\$40,800.00		\$85,000.00
Police Governance	\$52,000.00	\$48,000.00		\$100,000.00
Prisoners' Keep and Escort Expenses	\$390.00	\$360.00		\$750.00
Professional fees	\$2,340.00	\$2,160.00		\$4,500.00
Training and recruitment	\$75,400.00	\$69,600.00		\$145,000.00
Transportation expenses and related equipment	\$27,040.00	\$24,960.00		\$52,000.00
Sub-Total Cash	\$2,989,923.00	\$2,759,928.00	\$0.00	\$5,749,851.00
<b>Total Expenditures:</b>	<b>\$2,989,923.00</b>	<b>\$2,759,928.00</b>	<b>\$0.00</b>	<b>\$5,749,851.00</b>

Cash: actual dollar value or revenues/funding received

**Revenues for Fiscal Year 2024-2025**

Agreement on the Provision of Police Services in the community of Kahnawà:ke

<b>Government Funding</b>	<b>Amount</b>
Public Safety Canada	\$3,072,145.00
Quebec Government	\$2,835,827.00
Subtotal – Cash	\$5,907,972.00
<b>Total Government Funding</b>	<b>\$5,907,972.00</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	<b>\$0.00</b>
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$5,907,972.00</b>

**Eligible Expenses for Fiscal Year 2024-2025**

Agreement on the Provision of Police Services in the community of Kahnawà:ke

<b>Detailed Eligible Expenditures by Category</b>	<b>Eligible Expenditures</b>			
	Public Safety Canada Funding	Other Government 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	\$18,719.00	\$17,281.00		\$36,000.00
IT and Communication Equipment	\$16,640.00	\$15,360.00		\$32,000.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	\$2,687,216.00	\$2,480,506.00		\$5,167,722.00
Police Equipment	\$93,600.00	\$86,400.00		\$180,000.00
Police facility cost	\$46,800.00	\$43,200.00		\$90,000.00
Police Governance	\$52,000.00	\$48,000.00		\$100,000.00
Prisoners' Keep and Escort Expenses	\$390.00	\$360.00		\$750.00
Professional fees	\$2,340.00	\$2,160.00		\$4,500.00
Training and recruitment	\$78,000.00	\$72,000.00		\$150,000.00
Transportation expenses and related equipment	\$27,040.00	\$24,960.00		\$52,000.00
Sub-Total Cash	\$3,072,145.00	\$2,835,827.00	\$0.00	\$5,907,972.00
<b>Total Expenditures:</b>	<b>\$3,072,145.00</b>	<b>\$2,835,827.00</b>	<b>\$0.00</b>	<b>\$5,907,972.00</b>

Cash: actual dollar value or revenues/funding received

### Revenues for Fiscal Year 2025-2026

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	\$3,156,629.00
Quebec Government	\$2,913,812.00
Subtotal – Cash	\$6,070,441.00
<b>Total Government Funding</b>	<b>\$6,070,441.00</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	<b>\$0.00</b>
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$6,070,441.00</b>

### Eligible Expenses for Fiscal Year 2025-2026

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government 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	\$18,720.00	\$17,280.00		\$36,000.00
IT and Communication Equipment	\$16,640.00	\$15,360.00		\$32,000.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	\$2,771,699.00	\$2,558,492.00		\$5,330,191.00
Police Equipment	\$93,600.00	\$86,400.00		\$180,000.00
Police facility cost	\$46,800.00	\$43,200.00		\$90,000.00
Police Governance	\$52,000.00	\$48,000.00		\$100,000.00
Prisoners' Keep and Escort Expenses	\$390.00	\$360.00		\$750.00
Professional fees	\$2,340.00	\$2,160.00		\$4,500.00
Training and recruitment	\$78,000.00	\$72,000.00		\$150,000.00
Transportation expenses and related equipment	\$27,040.00	\$24,960.00		\$52,000.00
Sub-Total Cash	\$3,156,629.00	\$2,913,812.00	\$0.00	\$6,070,441.00
<b>Total Expenditures:</b>	<b>\$3,156,629.00</b>	<b>\$2,913,812.00</b>	<b>\$0.00</b>	<b>\$6,070,441.00</b>

Cash: actual dollar value or revenues/funding received

### Revenues for Fiscal Year 2026-2027

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	\$3,243,437.00
Quebec Government	\$2,993,941.00
Subtotal – Cash	\$6,237,378.00
<b>Total Government Funding</b>	<b>\$6,237,378.00</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	<b>\$0.00</b>
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$6,237,378.00</b>

### Eligible Expenses for Fiscal Year 2026-2027

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government 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	\$19,760.00	\$18,240.00		\$38,000.00
IT and Communication Equipment	\$16,640.00	\$15,360.00		\$32,000.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	\$2,854,867.00	\$2,635,261.00		\$5,490,128.00
Police Equipment	\$93,600.00	\$86,400.00		\$180,000.00
Police facility cost	\$46,800.00	\$43,200.00		\$90,000.00
Police Governance	\$52,000.00	\$48,000.00		\$100,000.00
Prisoners' Keep and Escort Expenses	\$390.00	\$360.00		\$750.00
Professional fees	\$2,340.00	\$2,160.00		\$4,500.00
Training and recruitment	\$80,600.00	\$74,400.00		\$155,000.00
Transportation expenses and related equipment	\$27,040.00	\$24,960.00		\$52,000.00
Sub-Total Cash	\$3,243,437.00	\$2,993,941.00	\$0.00	\$6,237,378.00
<b>Total Expenditures:</b>	<b>\$3,243,437.00</b>	<b>\$2,993,941.00</b>	<b>\$0.00</b>	<b>\$6,237,378.00</b>

Cash: actual dollar value or revenues/funding received

### Revenues for Fiscal Year 2027-2028

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	\$3,332,631.00
Quebec Government	\$3,076,275.00
Subtotal – Cash	\$6,408,906.00
<b>Total Government Funding</b>	<b>\$6,408,906.00</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	<b>\$0.00</b>
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$6,408,906.00</b>

### Eligible Expenses for Fiscal Year 2027-2028

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government 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	\$19,760.00	\$18,240.00		\$38,000.00
IT and Communication Equipment	\$18,200.00	\$16,800.00		\$35,000.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	\$2,934,701.00	\$2,708,955.00		\$5,643,656.00
Police Equipment	\$96,200.00	\$88,800.00		\$185,000.00
Police facility cost	\$52,000.00	\$48,000.00		\$100,000.00
Police Governance	\$52,000.00	\$48,000.00		\$100,000.00
Prisoners' Keep and Escort Expenses	\$390.00	\$360.00		\$750.00
Professional fees	\$2,340.00	\$2,160.00		\$4,500.00
Training and recruitment	\$80,600.00	\$74,400.00		\$155,000.00
Transportation expenses and related equipment	\$27,040.00	\$24,960.00		\$52,000.00
Sub-Total Cash	\$3,332,631.00	\$3,076,275.00	\$0.00	\$6,408,906.00
<b>Total Expenditures:</b>	<b>\$3,332,631.00</b>	<b>\$3,076,275.00</b>	<b>\$0.00</b>	<b>\$6,408,906.00</b>

Cash: actual dollar value or revenues/funding received

### Revenues for Fiscal Year 2028-2029

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	\$3,424,279.00
Quebec Government	\$3,160,872.00
Subtotal – Cash	\$6,585,151.00
<b>Total Government Funding</b>	<b>\$6,585,151.00</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	<b>\$0.00</b>
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$6,585,151.00</b>

### Eligible Expenses for Fiscal Year 2028-2029

Agreement on the Provision of Police Services in the community of Kahnawà:ke

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government 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	\$20,800.00	\$19,200.00		\$40,000.00
IT and Communication Equipment	\$18,200.00	\$16,800.00		\$35,000.00
Legal costs	\$5,200.00	\$4,800.00		\$10,000.00
Pay and benefits	\$3,022,709.00	\$2,790,192.00		\$5,812,901.00
Police Equipment	\$96,200.00	\$88,800.00		\$185,000.00
Police facility cost	\$52,000.00	\$48,000.00		\$100,000.00
Police Governance	\$52,000.00	\$48,000.00		\$100,000.00
Prisoners' Keep and Escort Expenses	\$390.00	\$360.00		\$750.00
Professional fees	\$2,340.00	\$2,160.00		\$4,500.00
Training and recruitment	\$83,200.00	\$76,800.00		\$160,000.00
Transportation expenses and related equipment	\$27,040.00	\$24,960.00		\$52,000.00
Sub-Total Cash	\$3,424,279.00	\$3,160,872.00	\$0.00	\$6,585,151.00
<b>Total Expenditures:</b>	<b>\$3,424,279.00</b>	<b>\$3,160,872.00</b>	<b>\$0.00</b>	<b>\$6,585,151.00</b>

Cash: actual dollar value or revenues/funding received

## ANNEX B

### Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding

REQUEST AND APPROVAL FORM FOR CARRYOVER OF UNEXPENDED AND REALLOCATION OF FUNDING				
Agreement title : _____		Request Date: _____		
Recipient name: _____				
Agreement start date: _____		Agreement end date: _____		
<p style="color: blue; margin: 0;">SELECT THE OBJECTIVE OF YOUR REQUEST BY CLICKING ON THE APPROPRIATE CHECKBOX BELOW :</p> <p><input type="checkbox"/> Carryover of unexpended funding for use in the following fiscal year</p> <p><input type="checkbox"/> Reallocation of funds between eligible cost categories</p> <p><input type="checkbox"/> Reallocation of funds to a new eligible cost category</p> <p><input type="checkbox"/> Reallocation of funds after the removal of an eligible cost category</p>				
Revenue sources	Approved budget for 20XX-20XX	Unexpended amounts to carryover	Reallocated amounts	Forecasted budget for 20XX-20XX
Contribution of Canada				
Contribution of Quebec				
<b>Total Revenues</b>		\$0,00	\$0,00	\$0,00
<b>% (Canada)</b>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
<b>% (Québec)</b>	#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				
Policy facility costs				
Insurance				
Legal costs				
Professional and consulting fees				
Expenses for evaluation of activities of police service				
<b>Total eligible proposed costs</b>	\$0,00	\$0,00	\$0,00	\$0,00
<p style="color: red; font-size: small; margin: 0;">* unfunded categories may be deleted</p> <p style="color: blue; font-weight: bold; margin: 0;">JUSTIFICATION: TO BE COMPLETED BY THE RECIPIENT ONLY</p> <p style="font-size: small; margin: 0;">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 categories as per the FNPP</p>				
Submitted by: _____		Signature: _____		Date: _____
Print name and title				
<p style="color: blue; font-weight: bold; margin: 0;">FOR DEPARTMENTAL USE ONLY</p> <p><b>Program Officer Recommendation:</b></p>				
Program Officer's name: _____				Date: _____
Approved by: _____				Date: _____
Print name and Title		Signature:		
<p style="color: blue; font-weight: bold; margin: 0;">FOR THE QUEBEC USE ONLY</p>				
Approved by: _____				Date: _____
Print name and Title		Signature:		

## ANNEX C

### Due Dates

**Notice:** Failure by the Council 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 Council	Time Frame
	Certification of rental value	<ul style="list-style-type: none"> <li>• Within one year of the Agreement being signed</li> </ul>
2.1.2 and 2.1.3	Fire inspection report	<ul style="list-style-type: none"> <li>• Within one year of the Agreement being signed</li> </ul>
2.2.2	Inventory of weapons available to the Police Service, including intermediary weapons	<ul style="list-style-type: none"> <li>• 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 Council</li> <li>• Within 4 months following the end of each fiscal year, as outlined in paragraph 3.9.1</li> <li>• Upon expiry or termination of the Agreement</li> <li>• At the request of Quebec</li> </ul>
2.4.3	Proof of insurance coverage	<ul style="list-style-type: none"> <li>• Within 30 days of the effective date on the Agreement</li> <li>• Within 30 days of renewal or of any amendment to the coverage</li> </ul>
3.3.1	Cash flow statement	<ul style="list-style-type: none"> <li>• When the Agreement is signed</li> <li>• Before April 15 of each subsequent year</li> </ul>
3.4.4	Declaration of amounts due to Canada and Quebec	<ul style="list-style-type: none"> <li>• Within 30 days of the effective date on the Agreement</li> </ul>
3.9.1	Annual report of the activities of the Police Service	<ul style="list-style-type: none"> <li>• July 31 of each subsequent year</li> </ul>
3.9.2	Audited financial statements	<ul style="list-style-type: none"> <li>• July 31 of each subsequent year</li> </ul>
3.9.3	Updated cash flow statement	<ul style="list-style-type: none"> <li>• Within 30 days of the end of each quarter.</li> </ul>





# ANNEX F

## Territory Map

