

**AMENDMENT NUMBER 2
TO THE 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 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 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, 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 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, 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 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;
 - \$5,481,491.31 for Fiscal Year 2021-2022, of which a maximum of \$35,299.31 is for expenditures related to COVID-19;
 - \$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 \$58,811,950.32 for the agreement as a whole.

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

- c) For Fiscal Year 2021-2022 :
 - \$2,850,375.64 for Canada, of which a maximum of \$18,355.64 is for expenditures related to COVID-19;
 - \$2,631,115.67 for Québec, of which a maximum of \$16,943.67 is for expenditures related to COVID-19.

Payments covering expenditures related to COVID-19 provided for in subparagraph 3.2.2 c) 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 with the exception of risk premiums.

5. Subparagraph 3.2.3 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 3.5.3 of the Agreement is replaced by the following:

- 3.5.3 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 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.

7. 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 the Fiscal Year in which the funding was provided

8. 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 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,


~~CHIEF~~ CHIEF

MARCH 29, 2022
Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,


DIRECTOR, COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA


Date: 2022.03.14 20:51:00 -04'00'

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

2022-03-29

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 Funding of Policing Services in the Community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	\$2,850,375.64
Gouvernement du Québec	\$2,631,115.67
Subtotal – Cash	\$5,481,491.31
Total Government Funding	\$5,481,491.31
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$5,481,491.31

Eligible Expenses for Fiscal Year 2021-2022

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	\$0.00	\$65,000.00
Employee travel	\$10,400.00	\$9,600.00	\$0.00	\$20,000.00
Insurance	\$16,640.00	\$15,360.00	\$0.00	\$32,000.00
IT and communications equipment	\$22,437.49	\$20,711.54	\$0.00	\$43,149.03
Legal costs	\$5,200.00	\$4,800.00	\$0.00	\$10,000.00
Pay and benefits	\$2,471,530.00	\$2,281,412.00	\$0.00	\$4,752,942.00
Police equipment	\$91,577.25	\$84,532.84	\$0.00	\$176,110.09
Police facility costs	\$46,820.90	\$43,219.29	\$0.00	\$90,040.19
Police governance	\$52,000.00	\$48,000.00	\$0.00	\$100,000.00
Prisoners' keep and escorts	\$390.00	\$360.00	\$0.00	\$750.00
Professional fees	\$2,340.00	\$2,160.00	\$0.00	\$4,500.00
Training and recruitment	\$70,200.00	\$64,800.00	\$0.00	\$135,000.00
Transportation expenses and related equipment	\$27,040.00	\$24,960.00	\$0.00	\$52,000.00
Subtotal – Cash	\$2,850,375.64	\$2,631,115.67	\$0.00	\$5,481,491.31
Total Expenditures:	\$2,850,375.64	\$2,631,115.67	\$0.00	\$5,481,491.31

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 Funding of Policing Services in the Community of Kahnawà:ke

Government Funding	Amount
Public Safety Canada	\$18,355.64
Gouvernement du Québec	\$16,943.67
Subtotal – Cash	\$35,299.31
Total Government Funding	\$35,299.31
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0,00
Total Revenues:	\$35,299.31

Eligible Expenses for Fiscal Year 2021-2022
 Agreement on the Funding of Policing Services in the Community of Kahnawà:ke

COVID-19 Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Gouvernement du Québec Funding	Non- Government Funding and other	Total
Information technology and communications equipment	\$7,357.49	\$6,791.54	\$0.00	\$14,149.03
Pay and benefits excluding risk premiums	\$7,800.00	\$7,200.00	\$0.00	\$15,000.00
Police equipment	\$577,25	\$532,84	\$0.00	\$1,110.09
Police facility costs	\$2,620.90	\$2,419.29	\$0.00	\$5,040.19
Subtotal – Cash	\$18,355,64	\$16,943.67	\$0.00	\$35,299.31
Total Expenditures:	\$18,355.64	\$16,943.67	\$0.00	\$35,299.31