

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

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

AND: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**
 represented by the Minister of Public Safety and Emergency Preparedness
 (hereinafter referred to as "Canada")

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

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

(hereinafter collectively referred to as the "Parties")

PREAMBLE

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

WHEREAS the Parties wish to amend the Agreement, in accordance with subsection 6.3 of this Agreement, to add non-recurring exceptional funding in light of the specific situation resulting from the COVID-19 pandemic response to cover expenses for the period from April 1, 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 4.2.1 b) of the Agreement is replaced by the following :

b) in accordance with the budget set out in Schedule A of this Agreement, at :

\$4,797,949.09 for Fiscal Year 2019-2020;

\$4,823,100.25 for Fiscal Year 2020-2021, of which a maximum of \$119,827.80 is for expenditures related to COVID-19;
\$4,832,612.42 for Fiscal Year 2021-2022;
\$4,965,509.28 for Fiscal Year 2022-2023;

totaling \$19,419,171.04 for the agreement as a whole.

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

b) For Fiscal Year 2020-2021 :

\$2,508,012.13 for Canada, of which a maximum of \$62,310.46 is for expenditures related to COVID-19;

\$1,157,544.06 for Ontario, of which a maximum of \$28,758.67 is for expenditures related to COVID-19.

\$1,157,544.06 for Québec, of which a maximum of \$28,758.67 is for expenditures related to COVID-19.

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

5. Paragraph 4.2.5 of the Agreement is replaced by the following :

- 4.2.5 a) The Council shall respect the budget set out in Schedule A (Police Service 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 4.2.5 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 4.5.1 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, Ontario and Québec, with the written approval of Canada, Ontario and Québec, with the exception of expenditures related to COVID-19;

7. Paragraph 4.5.3 is added to the Agreement:

- 4.5.3 For Fiscal Year 2020-2021, \$119,827.80 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 4.10 and 4.11 apply to this overpayment. Notwithstanding subsection 4.5, no portion of this amount may be carried forward to a subsequent Fiscal Year.

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

- a) maintain separate accounting records, clearly identifying revenues and expenditures for the provisions of policing services, and separately, those specifically related to the COVID-19 response for Fiscal Year 2020-2021;

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

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



GRAND CHIEF, as duly authorized by the Mohawk
Council of Akwesasne

March 26, 2021

Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,



DIRECTOR, COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA

March 17, 2021

Signed on

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



DEPUTY SOLICITOR GENERAL OF ONTARIO

March 29, 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
Police Service Budget**

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

Revenues for Fiscal Year 2020-2021

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

Government Funding	Amount
Public Safety Canada	\$ 2,508,012.13
Government of Ontario	\$1,157,544.06
Gouvernement du Québec	\$1,157,544.06
Subtotal – Cash	\$4,823,100.25
Total Government Funding	\$4,823,100.25
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$4,823,100.25

Eligible Expenses for Fiscal Year 2020-2021

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

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non- Government Funding and other	Total
Administrative expenses	\$217,269.62	\$200,556.56		\$417,826.18
Insurance	\$34,840.00	\$32,160.00		\$67,000.00
Information technology and communications equipment	\$37,700.00	\$34,800.00		\$72,500.00
Legal costs	\$10,400.00	\$9,600.00		\$20,000.00
Pay and benefits	\$1,950,105.35	\$1,800,097.25		\$3,750,202.60
Police equipment	\$93,037.10	\$85,880.40		\$178,917.50
Police facility costs	\$46,540.00	\$42,960.00		\$89,500.00
Police governance	\$20,800.00	\$19,200.00		\$40,000.00
Professional fees	\$16,997.24	\$15,689.76		\$32,687.00
Training and recruitment	\$26,780.00	\$24,720.00		\$51,500.00
Transportation expenses and related equipment	\$53,542.82	\$49,424.15		\$102,966.97
Subtotal – Cash	\$2,508,012.13	\$2,315,088.12	\$0.00	\$4,823,100.25
Total Expenditures:	\$2,508,012.13	\$2,315,088.12	\$0.00	\$4,823,100.25

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 Provision of Policing Services in the Community of Akwesasne	
Government Funding	Amount
Public Safety Canada	\$62,310.46
Government of Ontario	\$28,758.67
Gouvernement du Québec	\$28,758.67
Subtotal – Cash	\$119,827.80
Total Government Funding	\$119,827.80
Non-government Funding and other	
Subtotal – Cash	\$0.00 \$
Total Non-government Funding and other	\$0.00 \$
Total Revenues:	119,827.80 \$

Eligible Expenses for Fiscal Year 2020-2021				
Agreement on the Provision of Policing Services in the Community of Akwesasne				
Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non- Government Funding and other	Total
Administrative expenses	\$9,061.61	\$8,364.57	\$0.00	\$17,426.18
Pay and benefits	\$32,307.68	\$29,822.47	\$0.00	\$62,130.15
Police equipment	\$14,257.10	\$13,160.40	\$0.00	\$27,417.50
Professional fees	\$6,181.24	\$5,705.76	\$0.00	\$11,887.00
Transportation expenses and related equipment	\$502.82	\$464.14	\$0.00	\$966.97
Subtotal – Cash	\$62,310.46	\$57,517.34	\$0.00	\$119,827.80
Total Expenditures:	\$62,310.46	\$57,517.34	\$0.00	\$119,827.80

