

**AGREEMENT  
CONCERNING THE FUNDING  
OF THE EEYOU-EENOU POLICE FORCE  
FOR THE 2018-2019 TO 2027-2028 FINANCIAL YEARS**

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**AGREEMENT  
CONCERNING THE FUNDING  
OF THE EYYOU-EENOU POLICE FORCE  
FOR THE 2018-2019 TO 2027-2028 FINANCIAL YEARS**

- BETWEEN:** **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Public Safety and Emergency Preparedness,  
(hereinafter designated "Canada")
- AND:** **The GOUVERNEMENT DU QUÉBEC**, as 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 designated "Québec")
- AND:** **The CREE NATION GOVERNMENT**, a legal person duly established in the public interest under the *Act respecting the Cree Nation Government*, CQLR, c. G-1.031, as represented by its Chairman,  
(hereinafter designated "Cree Nation Government")
- AND:** **The GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)**, a corporation duly incorporated under Part II of the *Canada Corporations Act*, R.S.C., 1970, c. C-32, as represented by its Deputy Grand Chief,  
(hereinafter designated "GCC(EI)")
- (Individually, a "Party" and collectively, the "Parties")
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**PREAMBLE**

**WHEREAS** Canada, Québec and the Cree Nation Government amended Section 19 of the *James Bay and Northern Quebec Agreement* ("JBNQA"), through Complementary Agreement Number 19, in order to provide, among other things, for the establishment of a regional police force called the "Eeyou-Eenou Police Force";

**WHEREAS** Canada consequently amended the then *Cree-Naskapi of Québec Act*, S.C. 1984, c.18 replaced in large part by the *Cree Nation of Eeyou Istchee Governance Agreement Act*, S.C. 2018, c.4, s.1 and Québec consequently amended the *Police Act*, CQLR, c.P-13.1 in order to provide for the establishment and jurisdiction of the Eeyou-Eenou Police Force in accordance with Section 19 of the JBNQA;

**WHEREAS** the Council of the Cree Nation Government adopted a Cree Nation Government Policing By-law (now a Law) and established the Eeyou-Eenou Police Force on April 1, 2011;

**WHEREAS** the Eeyou-Eenou Police Force is a police force within the meaning of the *Police Act* and its members are police officers within the meaning of that Act;

**WHEREAS** the mission and responsibilities of the Eeyou-Eenou Police Force and those of each of its police officers, include maintaining peace, order and public security, preventing and repressing crime and offences under the law, apprehending offenders, and enforcing the by-laws and regulations of the Cree authorities;

**WHEREAS** pursuant to Section 19 of the JBNQA, Canada and Québec undertook to fund the Cree Nation Government for the Eeyou-Eenou Police Force in accordance with a tripartite funding agreement to which the Cree Nation Government shall be a party, such agreement being for a minimum duration of five (5) years unless otherwise agreed to by the Parties;

**WHEREAS** Section 19 of the JBNQA provides that the respective shares of the total funding provided by Canada and Québec pursuant to such a tripartite funding agreement is fifty-two percent (52%) and forty-eight percent (48%);

**WHEREAS** the latest tripartite funding agreement ended on March 31, 2018;

**WHEREAS** the Parties now agree to a ten (10) year period for this Agreement for the operations funding levels of the Eeyou Eenou Police Force;

**WHEREAS** the Parties have agreed to pursue negotiations in good faith in order to conclude an agreement on various financial issues related to the support of the Eeyou-Eenou Police Force, including but not limited to major capital funding for the Eeyou-Eenou Police Force and funding for the transportation of accused persons, pursuant to Section 19 of the JBNQA, with the objective to have reached such agreement no later than March 31, 2019;

**WHEREAS** the Parties agree that the present agreement is concluded without prejudice to the position of the Cree Nation Government on the financial issues contemplated by the previous paragraph and cannot be invoked as a precedent or as an admission or argument of any kind;

**WHEREAS** the Parties now wish to agree to the terms and conditions of a tripartite operations funding agreement for the Eeyou Eenou Police Force for the ten-year period of April 1, 2018 to March 31, 2028 and to the continuation of the negotiations regarding major capital, transportation of accused persons and related funding;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

#### **CHAPTER 1 - DEFINITIONS**

For the purposes of this Agreement:

- 1.1 "Business Day" means a day on which banking transactions can occur in Québec;
- 1.2 "Complementary Agreement Number 19" means Complementary Agreement No. 19 amending Section 19 of the JBNQA;
- 1.3 "Cree Communities" means the Whapmagoostui First Nation, the Cree Nation of Chisasibi, the Cree Nation of Wemindji, the Cree Nation of Eastmain, the Crees of the Waskaganish First Nation, the Cree Nation of Nemaska, the Cree First Nation of Waswanipi, the Cree Nation of Mistissini and the Ouje-Bougoumou Cree Nation, respectively constituted as corporations by the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18 and continued as Cree First Nations, being the same legal entities, under the *Cree Nation of Eeyou Istchee Governance Agreement Act*, S.C. 2018, c.4;
- 1.4 "Crees" means persons enrolled, and persons entitled to be enrolled, as beneficiaries pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of the JBNQA;
- 1.5 "Eeyou-Eenou Police Force" or "EEPF" means the regional police force established by the Cree Nation Government pursuant to Section 19 of the JBNQA, Division V.I of Chapter I of Title II of the *Police Act* and resolution 2010-33 of the Council of the Cree Nation Government;
- 1.6 "Financial Year" means the period between April 1 of a given calendar year and March 31 of the subsequent calendar year;



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- 1.7        "*James Bay and Northern Quebec Agreement*" or "JBNQA" means the agreement approved, given effect and declared valid by the *James Bay and Northern Quebec Native Claims Settlement Act* (S.C. 1977, c. 32) and the *Act approving the Agreement concerning James Bay and Northern Quebec*, S.Q. 1976, c. 46, as amended from time to time through Complementary Agreements thereto;
- 1.8        "*Modalities Agreement*" means the *Agreement concerning the modalities relating to the provision of police services by the Eeyou-Eenou Police Force* executed in June 2009 and any successor thereof;
- 1.9        "*New Relationship Agreement*" means the *Agreement concerning a New Relationship* between the Government of Canada and the Cree of Eeyou Istchee executed on February 21, 2008;
- 1.10       "*Population Level*" means the population level contemplated by Schedule 2 of the present agreement;
- 1.11       "*Term*" means the period between April 1<sup>st</sup> 2018 and March 31<sup>st</sup>, 2028, notwithstanding the date of execution of this Agreement.

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## CHAPTER 2 - GENERAL PROVISIONS

### 2.1        Purposes

This Agreement has the following principal purposes:

- a)        to continue to provide funding to the Cree Nation Government for the purposes of the EEPF for the Term of this Agreement and pursuant to Section 19 of the JBNQA;
- b)        to facilitate access by the Crees to police services that are responsive to their needs and consistent with Québec standards with respect to the quality and level of police services;
- c)        to favour the continued maintenance and operations of the EEPF by the Cree Nation Government;
- d)        to support management, administration and accountability structures and systems for the EEPF which ensure that police services are independent from political authorities and provided in accordance with applicable rules of ethics.

2.2 **Preamble and Schedule 2**

The preamble and Schedule 2 form an integral part of this Agreement.

2.3 **Schedule 1**

Schedule 1 to this Agreement does not form part of this Agreement and is provided for reference purposes only. Schedule 1 sets out extracts of the *Act respecting the Cree Nation Government*, CQLR. c. G-1.031.

2.4 **Judicial Determination in Respect of Validity**

If a court of competent jurisdiction declares a provision of this Agreement to be null, void or non-applicable, the other provisions of this Agreement shall remain in force insofar as they are not dependent upon the provision which is declared null, invalid or non-applicable. The Parties undertake to amend any such impugned provision as soon as possible to ensure that its objective is attained.

2.5 **Access to Training Institutions**

All police officers of the EEPF and all persons who are therein hired in compliance with the Modalities Agreement shall be automatically admissible to the regular programs of the *École nationale de police du Québec* ("ENPQ").

If the ENPQ is unable to meet the training needs of these police officers and persons hired in compliance with the Modalities Agreement in a reasonable timeframe or in an appropriate manner, the Parties agree that such training may take place elsewhere in Canada through an institution accredited by the ENPQ which will recognize such training by issuing the appropriate certification subject to any additional obligatory training to acquire the basic knowledge related to law enforcement in Québec having been followed with success.

2.6 **Police Services**

The EEPF shall provide police services as set out in the agreement contemplated by paragraph 19.4 of the JBNQA and section 102.8 of the *Police Act* (Modalities Agreement).

Québec, through the Sûreté du Québec, shall provide the police services corresponding to a level higher than the level required of the EEPF, and Québec shall assume the costs related thereto.

2.7 **Mutual Assistance and Operational Cooperation**

The Parties recognize that effective policing requires enhanced mutual assistance and operational cooperation among the various police forces. The Parties agree that mutually acceptable operational protocols may be established by the EEPF and other police forces to deal with law enforcement issues with a view of ensuring a high degree of cooperation among police forces involved in keeping the peace, preventing crime and enforcing the law.

2.8 **Access to the Quebec Police Information Centre**

Access by the EEPF to the Quebec Police Information Centre ("QPIC") data banks shall be ensured without cost to the EEPF and in accordance with the normal arrangements applicable in such matters and which normally apply to police forces operating in Québec.

2.9 **Lobbyists**

The Cree Nation Government confirms that no persons carrying out lobbying under the meaning of the *Lobbying Act*, R.S.C. 1985, c. 44 (4<sup>th</sup> Supp.), and the *Lobbying Transparency and Ethics Act*, CQLR, chapter T-11.011, were involved in negotiating or securing this Agreement and certifies that no commission or contingency fees have been paid or are payable, directly or indirectly, to any third party by the Cree Nation Government in regards to the negotiation or obtaining of this Agreement. If this certification is false, Canada and Québec may recover by way of deduction from their share the full amount of the contingency fee.

2.10 **No Benefit to Parliamentarians**

No member of Parliament or of the Assemblée nationale du Québec may in any way benefit from this Agreement or derive any advantage resulting from it.

2.11 **No Benefit to Public Servants**

No current or former holder of a public office or public servant in the governments of Canada or of Québec may obtain any direct or indirect benefit from this Agreement unless he or she has satisfied all legal, regulatory and policy requirements of Canada or of Québec, as the case may be, including in the case of Canada, the requirements of the *Parliament of Canada Act*, R.S.C. c. P1.01, the *Conflicts of Interests Act*, L.C. 2006, c. 9, the *Conflict of Interest and Post Employment Code for Public Office Holders* and the *Values and Ethics Code for the Public Service*.

2.12 **Status of Cree Nation Government Personnel with regards to the Governments of Canada and Québec**

Anyone employed by the Cree Nation Government with funding provided pursuant to this Agreement shall be deemed to be a person providing services to the Cree Nation Government. Nothing in this Agreement shall be construed as conferring upon the Cree Nation Government, its Council members, officers, employees, agents or contractors the status of employee, servant or agent of Canada or of Québec or the status of a person acting in a partnership or a joint venture with Canada or Québec.

2.13 **Status of Cree Nation Government with regards to the Governments of Canada and Québec**

The Cree Nation Government is not an agent or mandatary of Canada or of Québec with respect to the supervision, direction or control of the EEPF and shall not represent itself as an agent or mandatary or as a partner, or joint-venturer of Canada or of Québec in regard thereto.

2.14 **No Liability towards Third Parties**

Canada and Québec shall have no liability or responsibility towards third parties for the fulfilment of any obligation, contract, or undertaking which the Cree Nation Government may enter in relation to the implementation of police services funded pursuant to this Agreement, including without limitation any loan, capital lease or other long-term obligation.

2.15 **Access to Information and Protection of Personal Information**

Any information collected or received by the Parties pursuant to this Agreement is subject to applicable laws and regulations relating to access to information and protection of personal information.

2.16 **Other Programs**

This Agreement does not affect the eligibility of and the access by the Crees or the Cree Nation Government to other existing or future policing programs or initiatives beyond the scope of this Agreement or to new programs or initiatives and related funding pertaining to policing, subject to the criteria established from time to time for the application of such programs and initiatives.

2.17 **James Bay and Northern Quebec Agreement**

Nothing in this Agreement modifies, amends, qualifies or alters in any way the provisions of the JBNQA.

### CHAPTER 3 - FUNDING

#### 3.1 Operations Funding for 2018-2019 Financial Year

The annual operations funding provided by Canada and Québec for the 2018-2019 Financial Year pursuant to this Agreement is determined in accordance with the following formula rounded to three decimals:

$$\begin{array}{lcl} \text{2018-2019} & \$19,695,927 & \\ \text{Funding} = & \text{multiplied by} & \left( 1 + \frac{\text{CPI December 2017} - \text{CPI December 2016}}{\text{CPI December 2016}} \right) \end{array}$$

Where:

"CPI" represents the Consumer Price Index for Quebec as determined by Statistics Canada (catalogue 62-001-X Table 10 until April 2018 and Table 18-10-0004-01 as of May 2018).

The funding for the 2018-2019 Fiscal Year provided by Canada and Québec is established at \$20,050,453.69. Their respective contribution at fifty-two per cent (52%) for Canada and forty-eight per cent (48%) for Québec are:

\$10,426,235.92 for Canada

\$ 9,624,217.77 for Québec

#### 3.2 Operations Funding for 2019-2020 and Subsequent Financial Years

The annual operations funding provided by Canada and Québec pursuant to this Agreement for the 2019-2020 Financial Year and each subsequent Financial Year is determined by taking the total amount of operations funding provided by Canada and Québec to the Cree Nation Government pursuant to this Agreement in the previous Financial Year and adjusting it to fully reflect the increase in the Consumer Price Index (CPI) for Québec using data published by Statistics Canada. The formula used for such purposes shall be the following rounded to three decimals:

$$\text{CYF} = \text{PYF} \times \left( 1 + \frac{\text{CPI}_{x-1} - \text{CPI}_{x-2}}{\text{CPI}_{x-2}} \right)$$

Where:

"CYF" represents the total amount of operations funding to be provided by Canada and Québec to the Cree Nation Government pursuant to this Agreement in the concerned Financial Year;

"PYF" represents the total amount of operations funding provided by Canada and Québec to the Cree Nation Government pursuant to this Agreement in the previous Financial Year;

"CPI" represents the Consumer Price Index for Quebec for the month of December as determined by Statistics Canada (catalogue 62-001-X Table 10 until April 2018 and Table 18-10-0004-01 as of May 2018);

"X-1" represents the calendar year immediately preceding the concerned Financial Year;

"X-2" represents the calendar year immediately preceding X-1.

### 3.3

#### **Adjustments to Operations Funding for 2022-2023 Financial Year**

As of April 1, 2022, the annual operations funding for the 2022-2023 Financial Year will be further adjusted following the determination of the number of police officers funded as of April 1, 2022 in application of subsections 19.8 and 19.9 of the JBNQA and in accordance with the following formula:

$$AF^1 = (CYF^{2022-2023} \text{ divided by } NPO^{\text{March 31st, 2022}}) \text{ multiplied by } ANPO^1$$

Where:

"AF<sup>1</sup>" represents the adjusted funding for the 2022-2023 Financial Year being the first adjustment of this agreement;

"NPO" represents the number of police officers as of March 31<sup>st</sup>, 2022;

"ANPO<sup>1</sup>" represents the adjusted number of police officers calculated following the methodology described in subsection 3.5 and Schedule 2, applicable as of April 1<sup>st</sup>, 2022 in accordance with subsections 19.8 and 19.9 of the JBNQA.

### 3.4

#### **Adjustments to Annual Operations Funding for 2027-2028 Financial Year**

As of April 1, 2027, the annual operations funding for the 2027-2028 Financial Year will be further adjusted following the determination of the number of police officers funded as of April 1, 2027 in application of subsections 19.8 and 19.9 of the JBNQA and in accordance with the following formula:

$$AF^2 = (CYF^{2027-2028} \text{ divided by } NPO^{\text{March 31st, 2027}}) \text{ multiplied by } ANPO^2$$

Where:

"AF<sup>2</sup>" represents the adjusted funding for the 2027-2028 Financial Year being the second adjustment of this agreement;

"NPO" represents the number of police officers as of March 31<sup>st</sup>, 2027;

"ANPO<sup>2</sup>" represents the adjusted number of police officers calculated following the methodology described in subsection 3.5 and Schedule 2 applicable as of April 1<sup>st</sup>, 2027 in accordance with subsections 19.8 and 19.9 of the JBNQA.

**3.5 Population Level Measurements**

The Parties have agreed on the modalities for the measurement of the Population Level contemplated by subparagraphs 19.8 and 19.9 of the JBNQA which shall be applied for the duration of this agreement, appended hereto as Schedule 2. The Operations funding contemplated hereby takes into account and shall be adjusted in accordance with such modalities.

**3.6 Major Capital Funding**

The Parties undertake to continue the negotiation diligently and in good faith with respect to major capital funding with the objective to have reached an agreement no later than March 31<sup>st</sup>, 2019.

**3.7 Funding for the transportation of accused persons**

The Parties undertake to continue the negotiation diligently and in good faith with respect to the funding for the transportation of accused persons with the objective to have reached an agreement no later than March 31<sup>st</sup>, 2019.

**3.8 Canada and Québec Shares of Funding**

The annual funding provided by Canada and Québec pursuant to this Agreement shall be respectively fifty-two percent (52%) by Canada and forty-eight percent (48%) by Québec.

**3.9 Yearly Payment by Canada**

Canada shall provide fifty-two percent (52%) of the total annual funding to the Cree Nation Government pursuant to this Agreement in one instalment paid on the first Business Day of June, through direct deposit to the Cree Nation Government, conditional on the reception by Canada of the budget

adopted by the Cree Nation Government in relation to this Agreement for the concerned Financial Year, in conformity with section 81 of the *Act respecting the Cree Nation Government*, CQLR. c. G-1.031.

3.10 **Yearly Payment Instalments Schedule of Québec**

Québec's forty-eight percent (48%) share of the annual funding provided to the Cree Nation Government pursuant to this Agreement shall be paid by Québec in two (2) equal instalments to be paid respectively on the first Business Day of each of the months of June and November of the concerned Financial Year through electronic bank transfer to the account designated for this purpose by the Cree Nation Government.

Notwithstanding the above paragraph, the Parties acknowledge that Québec paid to the Cree Nation Government its share of the funding for year 2018-2019 in a single installment, on June 1<sup>st</sup>, 2018, in accordance with decree number 632-2018 of May 16, 2018.

3.11 **Carry-Over**

In the event that the total payment made to the Cree Nation Government by Québec and Canada pursuant to this Agreement in any Financial Year are not all expended in that year for the purposes of this Agreement, these unexpended payments are carried forward to the subsequent Financial Year, to be used by the Cree Nation Government in that subsequent year solely for the purposes which they were provide for, and without affecting the level of payments by Québec and Canada under this Agreement for that subsequent Financial Year.

The unexpended funds from the last Financial year of the previous Agreement named "*Agreement concerning the Funding of the Eeyou-Eenou Police Force for the 2014-2015 to 2017-2018 Financial Years*", can be carried over by the Cree Nation Government but only if they are used to further achieve results toward the objectives of this Agreement.

All unexpended funds carried over must be clearly identified in the financial reports provided by the Cree Nation Government.

3.12 **Other Sources of Funding**

The Parties acknowledge that other sources of funding may be used by the Cree Nation Government for the purposes of the EEPF to complement the funding provided hereunder.



3.13 **Parliamentary Appropriations**

The payments provided by Canada and Québec pursuant to this Agreement are subject to respective appropriation of funds by Parliament and the Assemblée nationale du Québec for the Financial Year in which any such payment is made. Canada and Québec will recommend respectively to Parliament and to the Assemblée nationale du Québec such appropriations prior to each concerned Financial Year. The provisions of this section do not alter, modify or affect any of the rights and claims of the Crees or of the Cree Nation Government in regards to the obligations of Canada and of Québec pursuant to the provisions of Section 19 of the JBNQA.

3.14 **Police Officers**

The funding provided by Canada and Québec pursuant to this Agreement is calculated on the basis of a minimum complement of the equivalent of eighty-nine (89) full-time EEPF police officers, subject to adjustments in accordance with this Agreement and Section 19 of the JBNQA.

3.15 **Communications**

Canada, Québec or the Cree Nation Government may issue press releases, hold press conferences or otherwise communicate with the public with respect to their contributions to the funding of the EEPF.

3.16 **Exceptional Circumstances and Unforeseen Events**

In the event an exceptional circumstance or unforeseen event occurs, the Parties agree to discuss the circumstances or event that have affected the capacity of the Eeyou-Eenou Police Force to deliver police services.

Should the Parties agree to change the level of funding, these changes shall be made by way of an amendment to this Agreement pursuant to subsection 7.3 or through a separate contribution agreement.

## **CHAPTER 4 - AUTHORIZED USES OF FUNDING**

### **4.1**

#### **Eligible Costs**

The funding provided by Canada and Québec pursuant to this Agreement must be used to cover all costs associated with the provision of police services, including:

- a) costs for the use, occupancy, operations and maintenance of police facilities;
- b) costs related to the coaching, support and continued education of police officers;
- c) salaries and benefits of police officers and civilian staff and costs associated with professional services;
- d) costs of operations of the police commission for the EEPF;
- e) ongoing expenditures, including operations and maintenance, and costs of minor capital expenditures relating to police services; and
- f) costs associated with the acquisition of materials and equipment reasonably necessary for the operations of the EEPF.

### **4.2**

#### **Costs Associated with Training and Upgrading**

For greater certainty, the eligible costs for which the funding provided by Canada and Québec pursuant to this Agreement may be used include the salaries and benefits of police officers and their travel and tuition expenses while following training, upgrading or ongoing improvement at the ENPQ or at any similar institution in Canada such as the Canadian Police College, but do not include any costs associated with police education or training at a college, cégep or other similar education institution dispensing education services to the general public.

### **4.3**

#### **Use of Material and Equipment**

The Cree Nation Government shall ensure that the material and equipment purchased with the funding provided by Canada and Québec pursuant to this Agreement are used solely for the provision of police services.

**4.4      Asset Disposal**

Any asset (furniture, equipment, vehicle, etc.) that has value of over five thousand dollars (\$5,000) and which is acquired by the Cree Nation Government with funding provided pursuant to this Agreement shall not be disposed of by the Cree Nation Government unless:

- a) replacement of the asset is necessary due to wear;
- b) the asset has become outdated and requires replacement; or
- c) Canada or Québec authorizes the disposition of the asset.

**4.5      Firearms**

The acquisition, use and disposal of firearms by the Cree Nation Government for the EEPF shall be carried out in conformity with the applicable legislation governing firearms.

**CHAPTER 5 - REPORTING AND AUDITS**

**5.1      Books of the Cree Nation Government**

In regard to the funding provided under this Agreement, the Cree Nation Government shall be bound by the provisions of sections 80 to 94 of the *Act respecting the Cree Nation Government*, CQLR. c. G-1.031 concerning books, records and financial statements, a copy of which is attached as Schedule 1.

**5.2      Financial Records and Audited Statements**

Without limiting the generality of section 5.1 of this Agreement, the Cree Nation Government shall:

- a) maintain separate accounting records or a separate chart of accounts clearly identifying revenues and expenses related to the operations of the EEPF;
- b) maintain accounting records with respect to the funding provided by Canada and Québec pursuant to this Agreement in accordance with generally accepted accounting principles as provided in the *Chartered Professional Accountants Canada (CPA Canada)*;
- c) maintain appropriate records related to the use of the funding received from Canada and Québec pursuant to this Agreement for

a given Financial Year and conserve and retain such records for a period of five (5) years following the end of that Financial Year;

- d) within one hundred and fifty (150) days following the end of each Financial Year of this Agreement, provide to Canada and to Québec an audited financial statement as to the use of the funding received by the Cree Nation Government from Canada and Québec pursuant to this Agreement in that Financial Year and prepared by an independent and qualified accountant and containing an auditor's report, a balance sheet, a statement of cash flows plus a revenues and expenditures statement and notes to the financial statements.

5.3

**Audit by Canada or Québec**

Canada or Québec may each, at their discretion and expense, appoint independent auditors to audit the use by the Cree Nation Government of the funding provided pursuant to this Agreement in any Financial Year which has ended less than five (5) years before the appointment of such auditors. Canada or Québec, as the case may be, shall provide to the Cree Nation Government a written notice of the appointment of such auditors at least thirty (30) days prior to the beginning of the audit.

5.4

**Objective of Audit**

The objective of an audit pursuant to section 5.3 of this Agreement is to review the records maintained by the Cree Nation Government for the Financial Year to which the audit pertains in regard to the use of the funding provided to the Cree Nation Government by Canada and Québec pursuant to this Agreement in order to verify compliance with the provisions of this Agreement, including the sound management of the funding provided and the consistent application of generally accepted accounting principles in regard thereto.

5.5

**Access to Records**

The Cree Nation Government shall ensure access during regular working hours to its books of account, records, financial statements and other documents related to the use of the funding provided by Canada and Québec pursuant to this Agreement for any auditors appointed pursuant to section 5.3 of this Agreement, upon prior written notice to the Cree Nation Government of at least three (3) Business Days.

The Cree Nation Government shall make records available to the Auditor General of Canada upon request of the Auditor General, for the purposes

of an inquiry under subsection 7.1(1) of the *Auditor General Act*, R.S.C. 1985, c. A-17.

**5.6 Overpayment and Ineligible Costs**

Where, for any reason, the funding provided pursuant to this Agreement exceeds the amount to which the Cree Nation Government is entitled under this Agreement, any such amount is a debt due to Canada and Québec and the Cree Nation Government shall reimburse to them the amount in accordance with their respective shares of funding. The due date for the reimbursement shall be the date of the submission of the audited financial statement pursuant to paragraph 5.2 d).

When Canada and/or Québec, as the case may be, perform an audit and an overpayment is identified, the overpayment shall be repaid to Canada and Québec in accordance with their respective shares of funding no later than thirty (30) days after the date of a written notice to the Cree Nation Government from the Party requiring the audit, but without prejudice to all and any recourses of the Cree Nation Government in the event such overpayment is contested.

Where any amount owed to Canada and/or Québec pursuant to this section has not been repaid, an amount equal to the amount owed may be retained by Canada and/or Québec by way of deduction or compensation from or set-off against any sum of money that may be due or payable to the Cree Nation Government pursuant to this Agreement.

**5.7 Interest**

Any amount 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.

**CHAPTER 6 - INSURANCE AND INDEMNIFICATION**

**6.1 Insurance**

The Cree Nation Government shall subscribe to and maintain in force insurance to cover the activities of the EEPF, its police officers and its other employees, officials or agents involved in police activities or in the management of the EEPF. Such insurance shall be under a contract of comprehensive or commercial general liability in an amount of not less

than ten million dollars (\$ 10,000,000) per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use thereof, suffered by third parties. The policy shall contain a blanket contractual liability clause. The costs of any premium associated with such insurance policy shall be an eligible cost for the purposes of the use of the funding provided to the Cree Nation Government under this Agreement.

6.2 **Proof of insurance**

The Cree Nation Government shall provide to Canada and Québec proof of the insurance coverage contemplated in section 6.1 of this Agreement within ninety (90) days following the coming into force of this Agreement and, subsequently, within thirty (30) days following the beginning of each Financial Year during the term of this Agreement. The Cree Nation Government must notify in such timeframe Canada and Québec should the insurer cancel the insurance.

6.3 **Indemnification**

The Cree Nation Government shall indemnify and hold harmless Canada and Québec, as well as their respective employees and agents, from and against all claims, losses, damages, actions, causes of actions, costs or expenses made, sustained, brought, threatened to be brought or presented in any manner by third parties and which may arise directly or indirectly out of any act or omission or delay or negligence in regard to the provision of police services on the part of the Cree Nation Government, the EEPF, its police officers or their employees or agents save if such act, omission, delay or negligence is caused by a breach by either Canada or Québec of an undertaking under this Agreement. This provision shall survive the termination of this Agreement for matters that occurred prior to the end of the Term of this Agreement.

**CHAPTER 7 - FINAL PROVISIONS**

7.1 **Term**

This Agreement comes into force on the date of its execution by all of the Parties. Notwithstanding the date of its coming into force, the term of this Agreement is from April 1, 2018 to March 31, 2028.

7.2 **Delays**

Any delays beyond the dates fixed in this Agreement for the carrying out of the provisions of this Agreement may be extended by mutual written consent of the Parties.

7.3 **Amendments**

This Agreement may only be amended with the written consent of all the Parties, subject to sub-section 19.7 of the JBNQA.

7.4 **Waivers**

A waiver by any of the Parties of any provision of this Agreement must be in writing. For greater certainty, the failure by any of the Parties to prevail itself of any provision of this Agreement shall not be construed as a waiver, irrespective of how long such failure continues.

7.5 **Defaults**

In the event of a substantial breach by the Cree Nation Government of its undertakings under this Agreement, Canada and Québec may send a joint written notice of default to the Cree Nation Government setting out in detail the material and substantial breach and the corrective measures suggested by Canada and Québec. If the material and substantial breach by the Cree Nation Government of its undertakings under this Agreement has not been corrected by the Cree Nation Government within ninety (90) days of the receipt by the Cree Nation Government of such written notice of default, or if a corrective plan satisfactory to Canada and to Québec has not been put in place by the Cree Nation Government within such time period, Canada and Québec may, by written notice to the Cree Nation Government, suspend their respective payments to the Cree Nation Government pursuant to this Agreement or resiliate this Agreement.

7.6 **Continuation of Services**

In the event that pursuant to section 7.5 of this Agreement, Canada and Québec suspend respective payments to the Cree Nation Government pursuant to this Agreement or resiliate this Agreement, then Canada and Québec will provide alternative means to ensure the funding of the police services.

7.7 **Successors**

This Agreement is binding on the Parties and their successors.

7.8

**Notices**

Any notices to be given pursuant to this Agreement shall be delivered personally or by courier, transmitted by fax, email or mailed by registered mail. Notice will be considered to have been given, made or delivered and received:

- a) if delivered personally or by courier, at the start of business on the next Business Day after the Business Day on which it was received by the addressee or a responsible representative of the addressee;
- b) if transmitted by fax or email and the sender receives confirmation of the transmission, at the start of business on the Business Day following the day on which it was transmitted; or
- c) if mailed by registered mail in Canada, when the postal receipt is acknowledged by the addressee.

Every notice and correspondence must be sent to a concerned Party at the postal address, fax number or email address indicated below:

**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  
Email: [ps.aboriginalpolice-policeautochtone.sp@canada.ca](mailto:ps.aboriginalpolice-policeautochtone.sp@canada.ca)

**For Québec:**

Direction de l'organisation policière  
Direction générale des affaires policières  
Ministère de la Sécurité publique du Québec  
To the attention of the Directeur  
2525 boulevard Laurier, 9<sup>e</sup> étage  
Québec (Québec) G1V 2L2  
Fax : 418-646-1869  
Email: [Police.autochtone@msp.gouv.qc.ca](mailto:Police.autochtone@msp.gouv.qc.ca)



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**For the Cree Nation Government and the GCC(EI) :**  
Chairman of the Cree Nation Government and Grand Chief of the  
Cree Nation  
2 Lakeshore Road  
Nemaska, James Bay (QC) J0Y 3B0  
Fax: (819) 673-2606  
Email: abosum@cngov.ca

And a copy to:  
Executive Director  
Embassy of the Cree Nation  
81 Metcalfe Street, Suite 900  
Ottawa (ON) K1P 6K7  
Fax: (613) 761-1388  
Email: billnama@cngov.ca

- d) A Party may change its postal address, email address or fax number by giving notice of the change to the other Parties.

7.9

**Successor Agreement**

No later than April 1, 2027, the Parties shall meet in order to negotiate a successor agreement to this Agreement.

If a successor agreement has not been concluded by March 31<sup>st</sup>, 2028, all provisions of this agreement shall continue in force for a further fiscal year after March 31<sup>st</sup>, 2028 or for such length of time as the Parties may agree through an exchange of letters.

**SIGNATURES**


IN WITNESS THEREOF, THE PARTIES HERETO HAVE SIGNED THIS  
AGREEMENT:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

AUG 28 2018

Date

By:

  
Director General, Programs,  
Public Safety Canada

The GOUVERNEMENT DU QUÉBEC

13.11.2018

Date

By:

  
The sous-ministre de la Sécurité publique

16.11.2018

Date

By:

  
The secrétaire générale associée aux Affaires autochtones

26/11/18

Date

By:


  
The secrétaire général associé aux Relations canadiennes

The CREE NATION GOVERNMENT

Sept. 12, 2018

Date

By:

  
Chairman

The GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)

17/10/2018

Date

By:

  
Deputy Grand Chief

**SCHEDULE 1 - SECTIONS 80 TO 94 OF AN ACT RESPECTING THE  
CREE NATION GOVERNMENT, COLR, C. G-1.031**

**DIVISION IX****BOOKS, RECORDS AND FINANCIAL STATEMENTS; APPROPRIATIONS**

**80.** The fiscal year of the Cree Nation Government begins on 1 April of each year.

However, the Council may, by by-law approved at a special general meeting of the members of the Cree Nation Government called for this purpose, change the date of the beginning of the fiscal year.

For the first year, the fiscal year of the Cree Nation Government commences on 28 June 1978, and ends on 31 March following.

1978, c. 89, s. 80; 2013, c. 19, s. 49.

**81.** The Council shall adopt each year a general balanced budget for the next fiscal year. The Council may, during the fiscal year, adopt by resolution any supplementary budget which it deems necessary.

1978, c. 89, s. 81.

**82.** The Council may enact by-laws dealing with the preparation of budgets, with budget appropriations and with the disposition of unexpended appropriations.

1978, c. 89, s. 82.

**83.** The Cree Nation Government shall cause to be kept proper books of account and proper financial records.

These books of account and financial records shall facilitate a comparison with the budget, as well as with any supplementary budget, and shall include, at least:

- (a) all sums of money received and disbursed, and the matters in respect of which the receipts and disbursements took place;
- (b) revenues and expenditures;
- (c) assets and liabilities;
- (d) all other transactions affecting or which may affect its financial position.

These books and records are accessible to any member of the Board and of the Council who wishes to examine them.

1978, c. 89, s. 83; 2013, c. 19, s. 49.

**84.** No resolution or by-law of the Council or of the Board authorizing or recommending the expenditure of moneys from a fund has effect without a certificate from the treasurer attesting that there are available moneys for the purposes contemplated by that resolution or by-law.

1978, c. 89, s. 84.

**85.** Unless it involves an expenditure of less than \$50,000, and subject to any preferential provisions in the Agreement relating to the Crees, every contract for the performance of work or the supply of equipment or materials or the providing of services other than professional

services shall not be awarded by the Council except after a call for public tenders. The Council shall establish, by by-law, the procedures and requirements relating to the calling of tenders and awarding of contracts.

1978, c. 89, s. 85.

**86.** The financial statements of the Cree Nation Government shall be drawn up in a comparative form and include, among other things:

- (a) a balance sheet;
- (b) a statement of revenues and expenditures as well as a comparison with the amounts contemplated in the budget, including the supplementary budgets;
- (c) any additional information that may be required for a fair presentation of the financial position of the Cree Nation Government;
- (d) a list of all the investments and their respective book-values and, if applicable, their market values at the end of the fiscal year;
- (e) any investment in default as to payment of principal or interest.

1978, c. 89, s. 86; 2013, c. 19, s. 49.

**87.** Every balance sheet shall be drawn up so as to distinguish severally at least the following classes of assets and liabilities, namely:

- (a) cash;
- (b) debts owing to the Cree Nation Government by its debtors;
- (c) debts owing to the Cree Nation Government by its members and officers;
- (d) deferred and prepaid expenses;
- (e) movable and immovable property;
- (f) incorporeal assets;
- (g) debts owing by the Cree Nation Government secured by mortgage or other lien upon its property;
- (h) indirect and contingent liabilities.

1978, c. 89, s. 87; 2013, c. 19, s. 49.

**88.** A copy of the financial statements, of the report of the auditors and of the annual reports of the Council and of the Board of Compensation are available to each member of the age of majority of the Cree Nation Government upon request, and must be sent to each member of the Council and of the Board of Compensation as soon as they are completed.

1978, c. 89, s. 88; 2013, c. 19, s. 49.

**89.** The Council and the Board approve by resolution those parts of the financial statements of the Cree Nation Government which deal with their areas of competence, and such approval is evidenced in the financial statements by the respective signatures of two duly authorized representatives of the Council and the Board.

1978, c. 89, s. 89; 2013, c. 19, s. 49.

#### **DIVISION X** **AUDITORS**

**90.** The Cree Nation Government must, at each annual general meeting, appoint an auditor or auditors for the year in progress and fix their remuneration or authorize the Council to do so.

1978, c. 89, s. 90; 2013, c. 19, s. 49.

**91.** If no appointment of auditors is made at the annual general meeting, the Council appoints them. Should the Council not appoint them, the Minister, on the application of a member of the age of majority of the Cree Nation Government, appoints them and fixes their remuneration.

1978, c. 89, s. 91; 2013, c. 19, s. 49.

**92.** The Council must fill any vacancy in the office of auditor; however, while any such vacancy continues, the auditor or auditors still in office, if any, shall continue to act.

1978, c. 89, s. 92.

**93.** The auditors must make a report to the members of the Cree Nation Government on the accounts examined by them and on every balance sheet laid before the annual general meeting of the Cree Nation Government during their term of office. This report must state:

(a) whether or not they have obtained all the information and explanations they have required; and

(b) whether the balance sheet referred to in the report is drawn up so as to present fairly the financial position of the Cree Nation Government, according to the information and the explanations given to them, and as shown by the relevant books.

1978, c. 89, s. 93; 2013, c. 19, s. 49.

**94.** The auditors may require from the present or former members, officers, employees and other agents of the Council or of the Board of Compensation, such information and explanations as are necessary.

The auditors have access to the registers, documents, books, minutes, accounts and vouchers of the Cree Nation Government and of each of its subsidiaries contemplated in sections 68 and 69.

1978, c. 89, s. 94; 2013, c. 19, s. 49.

**SCHEDULE 2 – MODALITIES REGARDING POPULATION LEVELS  
AND THE NUMBER OF POLICE OFFICERS FUNDED PURSUANT TO  
SUBSECTION 19.6 OF THE JBNQA**

**Background**

The following describes the steps to determine the measurement of the population level, in view of subsections 19.8 and 19.9 of the JBNQA, which read as follows:

*Sub-section 19.8: "The number of police officers funded pursuant to sub-section 19.6 for the Eeyou-Eenou police force is set, as of April 1<sup>st</sup>, 2007, in accordance with a ratio of one (1) police officer for every two hundred and fifteen (215) Cree and non-Cree residents on the lands contemplated by paragraph 19.3 a)"*

*Sub-section 19.9: "For the application of subsection 19.8, the population level shall be measured at December 31, 2006 through statistical sources agreed by the Cree Regional Authority, Quebec and Canada. Subsequently, the population level will be measured every five years in accordance with the same modalities, provided however that the number of police officers funded pursuant to this sub-section cannot be reduced to less than sixty-five (65) policers"*

**Step 1: Determination of Cree resident population**

The determination of Cree residents is made as follows:

- The Beneficiary Population by Residence is collected annually through the Population Registry from the MSSS (Ministère de la Santé et des Services Sociaux) which includes *STAT 8. Statistiques par communauté d'affiliation et par communauté de résidence (peuple Cri, peuple Inuit et peuple Naskapi)*;
- The Registry provides a count of Cree Beneficiaries residing in each of the 9 Cree Communities;
- As at December 31<sup>st</sup>, 2016, there were 17,679 Cree Beneficiaries.

**Step 2: Determination of non-Cree resident population**

The determination of non-Cree residents is made as follows:

- For the concerned measurement period, the Cree Nation Government, as of three (3) months prior to January 31<sup>st</sup> of the first year of the subsequent five (5) year period contemplated by sub-section 19.9 of the JBNQA, will start conducting a survey of all Cree employers to determine the number of non-Cree resident

employees and their dependents who reside in the Cree Communities;

- In addition, within the same timeframe, a survey of the local community administrations will be conducted by the Cree Nation Government to determine the number of non-Cree residents who are not employed by the above noted employers and who are resident as a result of marriage, co-habitation or for other purposes;
- Consequently, the surveys will be available to the parties on January 31<sup>st</sup> of the first year of the subsequent five (5) year period contemplated by sub-section 19.9 of the JBNQA;
- As at March 31<sup>st</sup>, 2016, a survey of employers determined that there were 1,331 non-Cree residents declared residing in the territory.

**Step 3- Final Determination of Cree resident and Cree non-resident population**

The final determination of the population level (Cree and non-Cree residents) shall be reflected by a mutual agreement of the Parties through an exchange of letters or similar arrangements.

