

**AGREEMENT ON TOP-UP FUNDING IN RESPECT OF THE AGREEMENT ON THE
PROVISION OF POLICE SERVICES FOR THE COMMUNITY OF KEBAOWEK FOR THE
PERIOD FROM 1 APRIL 2018 TO 31 MARCH 2023**

BETWEEN

BAND COUNCIL OF KEBAOWEK FIRST NATION

represented by the Chief
(hereinafter referred to as the "Council")

AND

THE GOUVERNEMENT DU QUÉBEC

represented by the ministre de la Sécurité publique and the ministre responsable des Affaires autochtones respectively acting by the sous-ministre de la Sécurité publique and the secrétaire général associé aux Affaires autochtones
(hereinafter referred to as "Québec")

(hereinafter collectively referred to as the "Parties")

WHEREAS the Parties have concluded with Her Majesty the Queen in right of Canada (hereinafter referred to as "Canada") the Agreement on the provision of police services for the community of Kebaowek for the period from 1 April 2018 to 31 March 2023 (hereinafter referred to as the "Tripartite Agreement"), which agreement sought to establish and fund a police force serving the community;

WHEREAS on October 7, 2021, the Québec government announced the implementation of a proposed Indigenous police service in the community of Long Point First Nation (hereinafter "Winneway") to follow up on the community's wish to have its own police force;

WHEREAS until such time as a consolidated police force to serve the community of Winneway is established, temporary measures to ensure an Indigenous police presence in this community will be implemented in collaboration with the Sûreté du Québec (SQ);

WHEREAS the Council of Kebaowek First Nation and the Council of the Timiskaming First Nation agree that the members of their respective police forces act as law enforcement officers in the territory of the community of Winneway to ensure a temporary Indigenous police presence there;

WHEREAS the Parties agree on the importance of offering the community of Winneway professional, dedicated police services adapted to its needs and culture, in accordance with the applicable legislation and regulations;

WHEREAS the Parties agree to conclude this agreement to grant a contribution pertaining to the hiring of two (2) additional full-time equivalent police officers to deliver police services and the attendant costs of the transitional service in Winneway.

CONSEQUENTLY, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. INTERPRETATION CLAUSES

- 1.1 The preamble and Schedule A (Budget of the Police Force) are an integral part of this agreement.
- 1.2 This agreement is complementary to the Tripartite Agreement and does not modify it. Accordingly, the provisions in the Tripartite Agreement apply, with the necessary adaptations, to this agreement. In the case of conflict, the provisions in this agreement take precedence.

2 PURPOSE

- 2.1 This agreement seeks solely to provide a contribution in addition to the one stipulated in the Tripartite Agreement to enhance Indigenous police services in the community of Winneway during the transition to a consolidated Indigenous police force.

3 PROVISIONS RESPECTING FUNDING FOR POLICE SERVICES

- 3.1 Québec agrees to grant a contribution for the fiscal year from April 1, 2022, to March 31, 2023, by way of top-up funding to the funding stipulated in the Tripartite Agreement. This contribution covers, in particular, the cost of the initial police-patrol training program for a maximum of three (3) additional staff and the cost of hiring two (2) additional police officers (full-time equivalent positions), in accordance with the eligible expenses provided for in paragraph 4.6.1 of the Tripartite Agreement.

The maximum amount of the costs pertaining to the top-up funding for police services funded by Québec is established according to the budget in Schedule A at \$479 973 \$ for the 2022-2023 fiscal year beginning on April 1, 2022 and ending on March 31, 2023.

In addition to this amount, a maximum additional amount of \$240 000 is allocated to cover exceptional expenses related to the training of the police-patrol comprising three police officers.

Totaling \$719 973 for the Agreement as a whole.

- 3.2 The Council must adhere to the budget presented in Schedule A of this agreement with the flexibility to move funding between budgetary items if required. Budgetary reallocations must be clearly identified in the audited annual financial statements stipulated in paragraph 4.9.2 of the Tripartite Agreement (see Schedule B). In accordance with sub-article 3.3, the two budgets must be administered separately.
- 3.3 The Council must maintain books of accounts that clearly identify revenues and expenditures related to the delivery of police services under the agreement and separately from those identified in the audited annual financial statements stipulated in paragraph 4.9.2 of the Tripartite Agreement during the fiscal year in question.
- 3.4 The Council must inform as quickly as possible Québec of any surplus or deficit of more than 10% of the budget determined in Schedule A to enable the Parties to assess possible means of remedying the situation.
- 3.5 Québec's contribution to funding the delivery of police services is conditional upon the implementation and maintenance of the Tripartite Agreement. It is also conditional upon the approval of the estimates to the Ministère de la Sécurité publique by the National Assembly of Québec to fund the Indigenous police services for the fiscal year during which the payment of Québec's contribution is likely to expire.
- 3.6 The financial contributions stipulated in sub-article 3.1 of this agreement do not cover budgetary deficit incurred during the fiscal year; the additional expenses stemming from unforeseen, exceptional, and unusual circumstances or cases of force majeure. Were such expenses to be incurred to maintain the police services stipulated in the collaboration agreement, the Parties agree that this agreement could be amended accordingly. If the Parties agree to the payment of the additional financial contributions, the conditions described in sub-article 3.5 of this agreement are applicable.
- 3.7 All funds not expended upon the expiration of this agreement constitute a debt to Québec and must be reimbursed to Québec.

4 CONTRIBUTION DISBURSEMENT PROCEDURES

4.1 The calendar of payments (fiscal year 2022-2023) for Québec is as follows:

Fifty percent (50%) of its share on June 1 and November 1 of the year covered by this Agreement.

4.2 The parties agree that in the event that the Canada participates in the financing of this Agreement, the Québec may deduct amounts from this bilateral Agreement in order to respect the respective contribution ratios (52-48) stipulated in the First Nations and Inuit Policing Program (FNIPP).

5 ALLOCATION OF ALLOWABLE EXPENSES AND COSTS

5.1 The Council must solely allocate the contributions obtained pursuant to this agreement to the expenses stipulated in the budget in Schedule A of this agreement and in accordance with the provisions in paragraph 4.6.1 of the Tripartite Agreement. Such expenses may not exceed what is stipulated in Schedule A of this agreement.

5.1 The Parties agree that only the expenses stipulated in paragraph 4.6.1 of the Tripartite Agreement are eligible pursuant to this agreement.

5.3 The Parties recognize that other sources of funding may be used by the Band Council of Kebaowek First Nation, for the purposes of the Aboriginal Police Force, to complement the funding provided hereunder.

5.4 This Agreement does not affect the eligibility of and the access by the Council 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.

6 INFORMATION FOR THE PUBLIC

6.1 The Council and Québec must consult each other before any public announcement by means of press releases, press briefings or conferences, advertising, or otherwise concerning this agreement and agree that any message in this respect publicly transmitted by a party must be approved by the other party.

7 GENERAL PROVISIONS

7.1 The Parties agree that the additional contribution mentioned in article 2.1 of this agreement does not constitute the recognition by Québec of a recurrent need for additional funding. It constitutes instead a one-off, non-renewable additional contribution aimed at fostering the maintenance of the delivery of professional, dedicated police services adapted to the needs and the culture of the community of Winneway. This additional contribution is made without prejudice to the respective positions of the Parties in the context of any negotiation that involves them.

7.2 This agreement can be executed in several counterparts, each of which will be deemed an original and all of which will constitute the same agreement. Each Party will receive all the signed counterparts. It is understood that all the Parties do not have to sign the same counterparts.

7.3 The exchange of copies of this agreement and the signature pages, whether by means of a document in Portable Document Format (PDF) or by any other electronic means designed to preserve the graphic design and appearance of a document, or by a combination of such means, will constitute the execution and effective transmission of this agreement, which the Parties can use under all circumstances in place of the original.

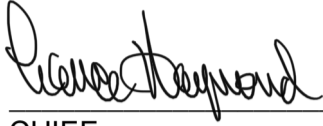
7.4 This agreement comes into force on the date of its signing by all the Parties and covers the period from April 1, 2022, to March 31, 2023.

8 MEANS OF TERMINATION OR CONCLUSION OF THE AGREEMENT

- 8.1 The Parties reserve the right to cancel this agreement if either Party fails to fulfil any of the terms, conditions, or obligations incumbent upon it pursuant to this agreement.
- 8.2 To this end, the Party that wishes to end the agreement must send thirty (30) days' written notice to the other Party. The termination will take effect as a matter of right at the conclusion of this time limit.
- 8.3 In the event of the termination of this agreement, the Council will only be entitled to remuneration proportional to the professional services rendered starting from the date on which this agreement came into force until the date of termination, plus the variable costs incurred, provided that supporting documents are submitted.

IN WITNESS WHEREOF, THE PARTIES DULY AUTHORIZED FOR THE PURPOSES HEREOF
HAVE SIGNED (7 COPIES):

FOR THE COUNCIL,



CHIEF

20-07-2022
Signed on

FOR THE GOUVERNEMENT DU QUÉBEC,



THE SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

2022-07-14

Signed on

and



THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX AFFAIRES AUTOCHTONES

2022-07-13

Signed on

Schedule A Budget of the Police Force

Revenue Sources	2022-2023			Enter the type of expenditures
	A - Phase-1 (8 months)	B - Phase-1.5 (4 months)	Total A+B	
Contribution of Canada	-	-	-	
Contribution of the Province	489 610 \$	230 363 \$	719 973 \$	
Total Revenues	489 610 \$	230 363 \$	719 973 \$	
Percentage (Canada)	0,0%	0%	0,0%	
Percentage (Province)	100,0%	100%	100,0%	
Cost categories (Proposed eligible cost categories)				
Pay and benefits	146 761 \$	109 603 \$	256 364 \$	Salaries and fringes benefits
Administrative expenses	22 692 \$	20 942 \$	43 634 \$	Administration fess 10%
Expenses, which are deemed reasonable through a detailed budget review, necessary to fulfil the roles and responsibilities of the police governing authority	-	-		
Police Equipment	17 333 \$	7 667 \$	25 000 \$	Rental fees/ medical equipment / Police equipement (Uniform, side arm, taser, vest, etc.)
Transportation Expenses and related equipment	18 027 \$	40 980 \$	59 007 \$	Gas / Maintenance and Repairs (oils changes, tires, etc.) / Capital purchase / Vehicule equipment
Expenses related to employee travel to and from remote locations	34 397 \$	12 655 \$	47 052 \$	Meals / travel
Expenses related to prisoners' keep and escorts	-	2 333 \$	2 333 \$	Prisoners Escort, detainee
Information technology and communications equipment	-	11 500 \$	11 500 \$	CPU and Printer / Software (PAMS) / Professionnel fees / Communication (cell phone, fax, Internet, office phone)
Training and recruitment expenses	-	5 583 \$	5 583 \$	Meals / travel
Rent subsidies for housing for officers	10 400 \$	18 200 \$	28 600 \$	Accomadations
Police facility costs	-	-	-	
Policing infrastructure expenditures	-	-	-	
Insurance premiums	-	900 \$	900 \$	Insurance / Plates
Legal costs	-	-	-	
Professional Fees	-	-	-	Contract
Subtotal	249 610 \$	230 363 \$	479 973 \$	
Exceptional expenses related to the training of the police-patrol	240 000 \$	-	240 000 \$	
Exceptional expenses related to the acquisition of a radio communication system	-	-	-	
Total eligible proposed costs	489 610 \$	230 363 \$	719 973 \$	

Schedule B

Paragraph 4.9.2

4.9.2 Within six (6) 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 Canadian Institute of Chartered Accountants 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).