#### **AMENDMENT NUMBER 4**

	TO THE AGREEMENT ON THE FUNDING OF POLICING SERVICES IN THE COMMUNITY OF KAHNAWÀ:KE FROM APRIL 1 <sup>st</sup> 2019 TO MARCH 31 <sup>st</sup> 2029
AMONG :	<b>MOHAWK COUNCIL OF KAHNAWÀ:KE,</b> represented by the Grand Chief, acting by the Portfolio Chief (hereinafter referred to as the "Council")
AND :	HIS MAJESTY THE KING 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 Relations avec les Premières Nations et les Inuit 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 Relations avec les Premières Nations et les Inuit 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 30, 2020, entitled 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 (hereinafter called the "Agreement");

WHEREAS the Agreement includes any previous amendments made by way of an amendment signed by the Parties;

WHEREAS the Parties wish to amend the Agreement, in accordance with sub-section 5.3 of this Agreement, in order to allow Québec to advance some of the payments it is committed to making in fiscal years 2024-2025 to 2028-2029;

CONSEQUENTLY, the Parties agree as follows:

- 1. The Preamble forms an integral part of this Amendment.
- 2. All terms and conditions of the Agreement remain unchanged except as provided in this Amendment.
- 3. Subparagraph 3.3.3 of the Agreement is replaced by the following:
  - 3.3.3 The payment schedule for Québec is as follows:
    - a) For Fiscal Years 2019-2020 to 2022-2023, Québec 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.

- b) For Fiscal Years 2024-2025 to 2028-2029, Québec shall pay the Council its annual contribution based on the following terms:
  - an amount of \$4,717,760 paid no later than March 31, 2024. This amount corresponds to a portion of the annual contribution for each of the following fiscal years
    - \$3,020,156 for Fiscal Year 2024-2025;
    - \$229,668 for Fiscal Year 2025-2026;
    - \$453,912 for Fiscal Year 2026-2027;
    - \$316,579 for Fiscal Year 2027-2028;
    - \$697,445 for Fiscal Year 2028-2029.

ii) 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.

The amounts provided for in subparagraph i) above must be deducted from the June 1<sup>st</sup> payment and, where applicable, from the November 1st payment, for each of the fiscal years concerned:

Fiscal Year	Annuał contribution covered by this Agreement	Breakdown of anticipated amounts paid in 2023-2024	Amount paid no later than March 31, 2024	Amount paid on June 1 <sup>st</sup> of the fiscal year covered by this Agreement	Amount paid on November 1 <sup>st</sup> of the fiscal year covered by this Agreement	Total amount of payments
2023-2024	\$2,939,324	\$.O.	\$4,717,760	\$1,469,662	\$1,469,662	\$7,657,084
2024-2025	\$3,020,156	\$3,020,156	\$.O.	\$0	\$0	\$0
2025-2026	\$3,103,210	\$229,668	\$.O.	\$1,321,937	\$1,551,605	\$2,873,542
2026-2027	\$3,188,548	\$453,912	\$.O.	\$1,140,362	\$1,594,274	\$2,734,636
2027-2028	\$3,276,233	\$316,579	\$.O.	\$1,321,537,50	\$1,638,116,50	\$2,959,654
2028-2029	\$3,366,330	\$697,445	S.O.	\$985,720	\$1,683,165	\$2,668,885

- 4. 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.
- 5. 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...
- 6. Notwithstanding its date of signature, this amendment is deemed to have been in effect since March 20, 2024.

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

FOR THE COUNCIL,

THE CHIEF

ACTING BY THE PORTFOLIO CHIEF

March . 22, 2024 signed on

signed on

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA,

# Walraven, Adrian Digitally signed by Walraven, Adrian Date: 2024.03.25 17:30:19 -04'00'

DIRECTOR GENERAL, INDIGENOUS AFFAIRS BRANCH PUBLIC SAFETY CANADA

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#### FOR THE GOUVERNEMENT DU QUÉBEC,

THE SOUS-MINISTRE DE LA SÉCURITÉ PUBLIQUE Signed on

and

THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ AUX RELATIONS AVEC LES PREMIÈRES NATIONS ET LES INUIT

Signed on

and

THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ AUX RELATIONS CANADIENNES Signed on

### **AMENDMENT NUMBER 4**

## TO THE AGREEMENT ON THE FUNDING OF POLICING SERVICES IN THE COMMUNITY OF KAHNAWÀ:KE FROM APRIL 1<sup>ST</sup> 2019 TO MARCH 31<sup>ST</sup> 2029

AMONG : MOHAWK COUNCIL OF KAHNAWA:KE, represented by the Grand Chief, acting by the Portfolio Chief (hereinafter referred to as the "Council") AND : HIS MAJESTY THE KING IN RIGHT OF CANADA represented by the Minister of Public Safety and Emergency Preparedness (hereinafter referred to as "Canada") THE GOUVERNEMENT DU QUÉBEC AND : represented by the ministre de la Sécurité publique, the ministre responsable des Relations avec les Premières Nations et les Inuit 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 Relations avec les Premières Nations et les Inuit and the secrétaire général associé aux Relations canadiennes

(hereinafter collectively referred to as the "Parties")

(hereinafter referred to as "Québec")

#### PREAMBLE

**WHEREAS** the Parties entered into an Agreement on March 30, 2020, entitled 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 (hereinafter called the "Agreement");

**WHEREAS** the Agreement includes any previous amendments made by way of an amendment signed by the Parties;

**WHEREAS** the Parties wish to amend the Agreement, in accordance with sub-section 5.3 of this Agreement, in order to allow Québec to advance some of the payments it is committed to making in fiscal years 2024-2025 to 2028-2029;

CONSEQUENTLY, the Parties agree as follows:

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ii) 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.

The amounts provided for in subparagraph i) above must be deducted from the June 1<sup>st</sup> payment and, where applicable, from the November 1st payment, for each of the fiscal years concerned:

Fiscal Year	Annual contribution covered by this Agreement	Breakdown of anticipated amounts paid in 2023-2024	Amount paid no later than March 31, 2024	Amount paid on June 1 <sup>st</sup> of the fiscal year covered by this Agreement	Amount paid on November 1 <sup>st</sup> of the fiscal year covered by this Agreement	Total amount of payments
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- 4. 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.
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IN WITNESS WHEREOF, the Parties or their duly authorized representatives have signed :

FOR THE COUNCIL,

THE CHIEF ACTING BY THE PORTFOLIO CHIEF signed on

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA,

DIRECTOR GENERAL, INDIGENOUS AFFAIRS BRANCH PUBLIC SAFETY CANADA signed on

## FOR THE GOUVERNEMENT DU QUÉBEC,

THE SOUS-MINISTRE DE LA SÉCURITÉ PUBLIQUE

2024-03-26

Signed on

and

THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ AUX RELATIONS AVEC LES PREMIÈRES NATIONS ET LES INUIT 2024-03-26 Signed on

and

THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ AUX RELATIONS CANADIENNES 2024-03-25 Signed on