

ONE TIME STABILIZATION 2024-2025 - AGREEMENT ON THE PROVISION OF POLICING SERVICES IN THE COMMUNITY OF AKWESASNE

CONTRIBUTION AGREEMENT

BETWEEN

HIS MAJESTY THE KING
IN RIGHT OF CANADA,
as represented by the Minister of
Public Safety and Emergency Preparedness

(hereinafter referred to as “Canada”)

AND

THE GOUVERNEMENT DU QUÉBEC, as 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 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
générale associée aux Relations canadiennes

(hereinafter referred to as “Quebec”)

AND

MOHAWK COUNCIL OF AKWESASNE,
of the province of Quebec, having its head office at
Akwesasne, Quebec, as represented by the Grand
Chief

(hereinafter referred to as “the Recipient”)

(hereinafter collectively referred to as “the Parties”)

WHEREAS the parties agree on the importance of the Council providing the community of Akwesasne (hereinafter referred to as “the community”) with professional police services that are dedicated and tailored to its needs and culture, in accordance with applicable laws and regulations.

WHEREAS Canada and Quebec, in accordance with their respective responsibilities, wish to grant, through this Agreement, a financial contribution to the Recipient for the purpose of the project entitled “One Time Stabilization 2024-2025 - Agreement on the provision of policing services in the community of Akwesasne”, being more fully described in Annex A – Project Description (hereinafter referred to as “the Project”).

AND WHEREAS Canada shall provide its share of the financial contribution set out in this agreement in accordance with the First Nations and Inuit Policing Services Program (hereinafter “the Program”) and in accordance with the policies and terms and conditions attached.

THEREFORE, the Parties agree as follows:

1 DEFINITIONS

In this Agreement:

- 1.1 "Agreement" means this Contribution Agreement and includes the Recital, Annex A – Project Description, Annex B – Approved Project Budget, Annex C – Reporting Requirements and Payment Schedule and any amendments made to this Agreement in accordance with section 35 (Amendments);
- 1.2 "Appropriation" means any authority of Parliament to pay money out of the Consolidated Revenue Fund or Legislature of Quebec to pay money out of the Consolidated Fund;
- 1.3 "Budget" means the total forecasted expenditures for the Project, as well as the total amount of funding to be received from all sources for the Project, as set out in Annex B – Approved Project Budget;
- 1.4 "Conflict of Interest" means a situation where the Recipient would apply the provisions of this Agreement in a manner that is not provided for within the scope of this Agreement and that would provide an opportunity to further their private interests or those of their relatives or friends or that would improperly further the private interests of another person;
- 1.5 "Eligible Expenditures" means the costs that are eligible as described in Annex B – Approved Project Budget of this Agreement that are incurred by the Recipient in carrying out the Project;
- 1.6 "Fiscal Year" means the twelve-month period beginning April 1 of any year, and ending March 31 of the following year;
- 1.7 "In good standing" means the Recipient continues to meet all terms and conditions set out in this Agreement;
- 1.8 "In-kind contribution" means non-monetary resources provided by third-parties and/or the Recipient to support the Project;
- 1.9 "Project" means the activities described in Annex A – Project Description to this Agreement;
- 1.10 "Single Recipient Audit" means a coordinated approach to the recipient audit, whereby an auditor representing different governments, different departments or different programs within one department conducts a single audit of a common recipient to verify compliance with terms and conditions of some or all funding agreements with that particular recipient; and
- 1.11 "Contribution" means a transfer payment from Canada and/or Quebec to the Recipient which is subject to performance conditions specified in a funding agreement. A contribution is to be accounted for and is subject to audit.

2 EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature and, subject to termination, in accordance with all of the provisions contained in this Agreement, remains in effect until March 31, 2026. The Parties agree to a wrap up period of 120 days after the expiry of this Agreement for the completion of reporting requirements and release of the final payment.

3 PURPOSE

This agreement aims to establish the contribution of Canada and Quebec to the financing of the Project described in Appendix A – Project Description. The Recipient shall use the funding provided under this Agreement solely to carry out the Project in accordance with all of the provisions contained in this Agreement and applicable laws.

4 ELIGIBLE EXPENDITURES

- 4.1** Subject to subsection 4.2, the Recipient agrees that expenses are only deemed eligible if incurred while this Agreement is in effect as per the dates set out in section 2 and 5.6.
- 4.2** The Recipient agrees that Canada's and Quebec's contributions only cover actual costs of the eligible expenditures described in Annex B – Approved Project Budget of this Agreement.
- 4.3** Canada and Quebec do not reimburse taxes paid by the Recipient for goods and services for which the Recipient is entitled to tax credits or reimbursement.
- 4.4** In accordance with Annex B – Approved Project Budget and Annex C – Reporting Requirements and Payment Schedule, eligible expenditures must be incurred by the Recipient in the fiscal year they are allocated, subject to subsection 4.5.
- 4.5** The roll over of unexpended funding is subject to the following terms and conditions:
- 4.5.1** the Recipient may, with the written authorization of Canada and Quebec, roll over unexpended funds at the end of a fiscal year to the following fiscal year provided they have been advanced the funding and that funds are proposed to be used for purposes consistent with the objectives and activities of this Agreement. To obtain this written authorization, the Recipient shall provide Canada and Quebec with a written notification;
 - 4.5.2** the notification shall describe how the Recipient plans to use the unexpended funding and include any information required by Canada and/or Quebec, and shall be presented as per the Unexpended Funding Statement provided in Annex D – Cashflow Statement;
 - 4.5.3** unexpended funding shall be clearly identified in the cash flow statement provided for in section 8; any unexpended funding remaining upon expiry of this Agreement constitutes a debt due to the Crown and Quebec;
 - 4.5.4** at the end of each fiscal year, any deficit remains the responsibility of the recipient and cannot be rolled over to the next fiscal year.

5 MAXIMUM AMOUNT OF THE CONTRIBUTION

- 5.1** In support of the Project described in Annex A – Project Description, and in accordance with all of the provisions contained in this Agreement, Canada and Quebec agree to contribute up to a maximum amount of \$653,080 towards eligible expenditures described in Annex B – Approved Project Budget.
- 5.2** The maximum amount of the contribution is established in accordance with Annex B – Approved Project Budget as follows:

\$653,080 for Fiscal Year 2025-26;

totaling \$653,080 in funding provided by Canada and Quebec under this Agreement.

5.3 The annual contributions of Canada and Quebec shall be:

\$446,844 for Canada; and
\$206,236 for Quebec.

5.4 In support of the Project described in Annex A – Project Description, Canada and Quebec may, at their discretion, approve eligible expenditures, in accordance with Annex B – Approved Project Budget, made by the Recipient before the signing of this Agreement (pre-execution expenditures), if the Recipient has demonstrated to the satisfaction of Canada and Quebec that the facts surrounding those expenditures meet the definition of exceptional circumstances.

5.5 For the purposes of section 5.4, exceptional circumstances are defined as situations where there will be loss of a critical project resource or that the viability of the project will be jeopardized if the expenditures are not incurred prior to the signature of the funding agreement.

5.6 Pre-execution expenditures approved under this Agreement must be incurred from April 1, 2025 to March 31, 2026.

6 STACKING PROVISIONS

The Recipient agrees that:

6.1 any payment under this Agreement is subject to total financial assistance of all levels of government (stacking of federal, provincial and territorial financial assistance) not exceeding one-hundred percent (100%) of the Project's eligible costs;

6.2 it shall, without delay, inform Canada and Quebec of any change to the Budget, the Project objectives, activities, and/or scope or of any change in anticipated funding and any additional amount that is received for the Project; and

6.3 if the total governmental financial assistance exceeds the percentage prescribed at subsection 6.1 or if the Project generates a profit or receives other sources of funding for the purpose of this Agreement, Canada and Quebec may reduce the contribution, request reimbursement of amounts already provided or renegotiate the expected activities/results.

7 REALLOCATION OF FUNDS BETWEEN COST CATEGORIES

7.1 The Recipient is permitted to reallocate funds between categories of eligible expenditures defined in Annex B – Approved Project Budget by providing an explanation in the comment section of the cash flow statement. An explanation is not required for reallocations less than five percent (5%) of Canada and Quebec's annual contribution for a Fiscal Year.

7.2 Despite any reallocations, the maximum amount of funding will remain the same as set out in subsection 5.2.

8 PAYMENT SCHEDULE AND FINAL PAYMENT

8.1 Canada and Quebec will provide the Recipient with payments in accordance with Annex C – Reporting Requirements and Payment Schedule after receiving and approving the cash flow statements and the reports as described and outlined in sections 9 and 10.

8.2 Canada will issue a final payment at the end of this Agreement only when it is satisfied that the Recipient has complied according to the terms specified in section 2.

9 FINANCIAL REPORTING

9.1 Cash Flow Statement

To receive advance payments, the Recipient must submit an initial cash flow statement to Canada and Quebec with forecasted expenditures upon signature of this Agreement, and subsequent cash flow statements as per Annex C- Reporting Requirements and Payment Schedule. The cash flow statement must contain a presentation of the Project budget, as categorized in Annex B – Approved Project Budget and include a statement of forecasted revenues and expenditures. It must be certified by a person authorized by the Recipient and show any reallocations of funds between budget items as per the requirements of section 7.

9.2 Final Cash Flow Statement

The Recipient shall provide to Canada and Quebec a final cash flow statement on the Project. The cash flow statement must contain a presentation of the Project budget, as categorized by Annex B – Approved Project Budget, and include a statement of revenues and expenditures. It shall be submitted as per the reporting timelines set out in Annex C – Reporting Requirements and Payment Schedule. It must be certified by a person duly authorized by the Recipient and show any reallocations of funds between budget items, as per the requirements of section 7, and supporting documentation for the reallocation.

9.3 Audited Final Financial Statement

The Recipient shall provide to Canada and Quebec an audited final financial statement on the Project that is prepared in accordance with generally accepted accounting principles and is certified by an independent professional accountant (CA, CMA or CGA). The report must contain a separate presentation of the Project budget as categorized (Annex B) as well as all income received (by source) and expenditures incurred by the Recipient for the length of the Project for each fiscal year. The report must also show any reallocation of funds between budget items, and supporting documentation for the reallocation. The report must be submitted to Canada and Quebec no later than one hundred and twenty (120) days after the completion of the Project activities.

9.4 All sources of funding for the Project, including any In-kind contributions as defined in subsection 1.8, shall be identified separately in Annex B – Approved Project Budget and be identified in the cash flow statements.

10 NON-FINANCIAL REPORT

10.1 The Recipient shall provide Canada and Quebec with non-financial reports as described in Annex C – Reporting Requirements and Payment Schedule, in the format prescribed by Canada and Quebec.

10.2 The Recipient shall provide Canada and Quebec with any additional information that Canada and Quebec deem necessary for the purpose of this Agreement.

11 PROJECT RECORDS

The Recipient shall:

11.1 maintain separate accounting records clearly identifying revenues and expenditures for the Project, and in the case of any In-kind contributions to the Project by the Recipient or by third parties, records supporting the provision of such In-kind contributions;

- 11.2** maintain financial records with respect to Canada's and Quebec's contributions in accordance with Generally Accepted Accounting Principles as prescribed in the Chartered Professional Accountants Canada Accounting Handbook, including records of all expenditures made by the Recipient in relation to the Project and invoices, receipts and vouchers relating thereto; and
- 11.3** retain all materials and records relating to this Agreement and the Project for a period of no less than six (6) years following the expiry or termination of this Agreement.

12 DEFAULT AND REMEDIES

12.1 Any of the following events constitute a default to this Agreement:

- 12.1.1** the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
- 12.1.2** an order is made or a resolution is passed for the winding up of the Recipient or the Recipient is dissolved;
- 12.1.3** in Canada's and/or Quebec's opinion, there is a change in risk that would jeopardize the success of the Project or the achievement of its objectives;
- 12.1.4** the Recipient, either directly or through its representatives, makes a false or misleading statement to Canada and/or Quebec regarding matters related to this Agreement;
- 12.1.5** in Canada's and/or Quebec's opinion, the Recipient is in breach of the performance of, or compliance with, any term, condition, milestone, deadline, commitment or obligation provided for in this Agreement; or
- 12.1.6** the Recipient no longer meets the eligibility criteria of the Program.

12.2 If there is a default or if, in Canada's and/or Quebec's opinion, there is likely to be a default, Canada and/or Quebec may, after giving written notice to the other Parties and if the defaulting Party does not remedy the default within thirty (30) days, do any of the following: reduce the contribution level, suspend any payment, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid with respect to which the defaulting Party was in breach of its obligations under this Agreement.

12.3 The fact that Canada and/or Quebec refrains from exercising a remedy or any right herein must not be considered a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on it shall not prevent it in any way from later exercising any other remedy or right under this Agreement or other applicable law.

13 CONDITIONS

13.1 The Recipient acknowledges that under section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), any payment under this Agreement is subject to an annual appropriation for the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding for this Agreement may be reduced or terminated at Canada's discretion in response to the government's annual budget or a parliamentary spending decision that has an impact on the Program under which this Agreement is made.

13.2 The Recipient acknowledges that the funding of Quebec's contribution is conditional on the existence of a sufficient available balance to cover the expense arising from this commitment, in accordance with the provisions of section 21 of the Financial

Administration Act (RLRQ, c. A-6.001). Consequently, Quebec may, at its discretion, reduce, delay, or cancel a payment if funds are not available.

13.3 Any payment under this Agreement is subject to the continuance of the Program under which this Agreement is made and the provisions contained in this Agreement as applicable to the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding under this Agreement may be reduced or terminated at Canada's discretion in order to comply with any government decision that has an impact on the Program or its terms and conditions.

13.4 In the event of a proposed reduction or termination to the funding of the Program under subsections 13.1 or 13.2, Canada may, after giving the Recipient a written notice of thirty (30) days, reduce the funding or terminate this Agreement. If as a result of reduction in funding, the Recipient is unable or unwilling to complete the Project, the Recipient may, after giving Canada and Quebec a written notice, terminate this Agreement. Subject to the provisions contained in this Agreement, in the event that this Agreement is terminated, takes effect on the date specified in the notice of termination and terminates the obligations of the parties.

14 AUDIT

14.1 The Recipient agrees that Canada and/or Quebec may appoint independent auditors, at Canada's and/or Quebec's expense, during the term of this Agreement and within six (6) years following the expiry or termination thereof to review the Project records maintained by the Recipient in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by Canada and Quebec and the consistent application of Generally Accepted Accounting Principles in the maintenance of financial and accounting records. If an auditor is appointed under this provision, the final reporting of any audit will be provided to both Canada and Quebec regardless of which party appointed the auditor.

14.2 The Recipient provides consent for Canada and Quebec to cooperate and share information with other Government of Canada or Government of Quebec departments or agencies for the purpose of a Single Recipient Audit.

14.3 The Recipient shall give access to its premises and make its materials and records related to the Project available to Canada and Quebec for the purpose of any evaluation or audit conducted under this Agreement, without charge, during regular business hours within seventy-two (72) hours after receiving written notification and shall make available any supporting documents, records, registers or other documents when requested. The Recipient shall provide copies of records and registers related to the Project when requested, without charge.

14.4 Over and above what is provided for in subsections 14.1 to 14.3 herein, the Recipient shall make its materials and records related to the Project available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*, R.S.C., 1985, c. A-17.

15 TERMINATION

In addition to what is provided for in section 12 and 13 herein, this Agreement may be terminated:

15.1 by any Party, when, as set out in section 13, funding is no longer available or the appropriation has been decreased, thirty (30) days upon receipt of a written notice of termination by another Party;

15.2 by Canada and/or Quebec, if the Recipient has not remedied the default to the satisfaction of Canada and/or Quebec within the thirty (30) day period as set out in subsection 12.2; or

15.3 by any Party, even if there is no default by another Party, thirty (30) days upon receipt of a written notice of termination by another Party.

16 DISPUTE RESOLUTION

If there is a dispute arising under the terms of this Agreement, the Parties agree to make a good-faith attempt to settle the dispute. If the Parties are unable to resolve the dispute through negotiation, they agree to consider an alternative dispute resolution process on such terms and within such time as may be agreed to in writing by the Parties. The Parties must bear the costs of the alternative dispute resolution process equally. Canada and Quebec will make best efforts to align their decision making and actions. Where a dispute is between only Canada and Quebec, these parties may then submit the matter to such senior officials that Canada and Quebec deem appropriate for resolution.

17 INDEMNIFICATION

The Recipient shall indemnify and save harmless Canada and Quebec and their employees and agents from and against all claims, losses, damages, costs, expenditures, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that Canada and Quebec shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by Canada and Quebec or their employees or agents.

18 LIABILITY

The Recipient agrees that Canada and Quebec and their employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including loans, capital leases or other long-term obligations in relation to this Agreement.

19 INSURANCE

The Recipient agrees to, through an appropriate policy of insurance, cover any liability resulting from any action or omission by the Recipient or its employees, agents, subcontractors or voluntary workers in completing the Project.

20 NO-PARTNERSHIP

20.1 The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture, does not create an agency or employment relationship between Canada, Quebec and the Recipient, and in no way implies any agreement or undertaking to conclude any subsequent agreement.

20.2 The Recipient agrees not to represent itself as being a partner, co-contractor, employee or agent of Canada or Quebec in carrying out the Project referred to in this Agreement.

21 OVERPAYMENT AND INTEREST CHARGES

21.1 The Recipient is deemed to have received an overpayment if any of the following occurs:

- 21.1.1** sums were paid to the Recipient but remained unexpended by the end of the last Fiscal Year covered by this Agreement or the date of expiry or termination of this Agreement;
 - 21.1.2** the Recipient's cash flow statement has been completed and an overpayment has been identified as a result of ineligible expenditures;
 - 21.1.3** Canada and/or Quebec carries out a financial analysis or audits the financial statements of the Recipient and an overpayment is identified as a result of ineligible expenditures or costs;
 - 21.1.4** as a result of non-compliance with the stacking limits established by section 6 for total governmental financial assistance; or
 - 21.1.5** for any other reason, the Recipient was not entitled to the contributions, or Canada and/or Quebec determines that the sums paid exceed the amount to which the Recipient was entitled.
- 21.2** The Recipient recognizes that expenditures may be deemed ineligible if there is no related invoice, receipt or other supporting documents or if, in the opinion of Canada and/or Quebec, the expenditures cannot be substantiated.
- 21.3** Any amount to be repaid by the Recipient to Canada and/or Quebec under this Agreement is deemed a debt owed to Canada and/or Quebec. Any debt owed to Canada will be recovered in accordance with and is subject to the payment of interest as provided for in the *Financial Administration Act* (R.S.C.1985, c.F-11). Interest on the debt will be owed from the date of demand for repayment and will be calculated in the manner set out in the *Interest and Administrative Charges Regulations*. Any debt owed to Quebec shall be recovered in accordance with the *Rules respecting the collection and administration of government revenues* (RLRQ, c. A-6.01, r. 4). Interest on the debt shall be payable to Quebec from the date of the request for reimbursement and shall be calculated as described in section 28 of the *Tax Administration Act* (RLRQ, c. A-6.002).
- 21.4** In the event of an overpayment to the Recipient, Canada reserves the right to recover the excess funds by deducting the overpayment amount from any active agreement between the Recipient and Public Safety Canada. The Recipient will be duly notified of any such deduction and provided with detailed documentation supporting the adjustment.
- Any debt owed to Quebec will be recovered in accordance with the *Règles relatives à la perception et à l'administration des revenus de l'État*, RLRQ, c. A-6.01, r. 4. Compound interest calculated monthly at the rate determined for debts owed to the State under section 28 of the *Tax Administration Act*, CQLR, c. A-6.002, is payable on any unpaid balance owing to Quebec within thirty (30) days from the date of demand for repayment by Quebec. Interest fees will be owed during the period beginning on the date of demand for repayment and ending on the day before the day on which repayment is received by Quebec.
- 21.5** Reimbursements due to Canada by the Recipient shall be made payable to the Receiver General for Canada.
- 21.6** Reimbursements due to Quebec shall be made payable to the Minister of Finance.

22 DECLARATIONS AND UNDERTAKINGS

22.1 The Recipient declares:

- 22.1.1** that the information provided in Annex A – Project Description is true and accurately reflects what the Recipient intends to do, that the information

contained therein is accurate, and that all relevant information has been disclosed;

- 22.1.2** that it has the capacity and authority to enter into this Agreement to carry out the Project and that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority;
 - 22.1.3** that all sources of funding for the Project, including any In-kind contributions as defined in subsection 1.8, are identified in Annex B – Approved Project Budget;
 - 22.1.4** that, to the best of its knowledge, it owes no amount to the Government of Canada and/or Quebec under any legislation or funding agreements;
 - 22.1.5** that it holds the intellectual property rights required for the conduct of the Project and the exploitation of any intellectual property resulting thereof, and it grants Canada and Quebec the licences described in section 30;
 - 22.1.6** that it is committed to the promotion of and respect for a law-abiding society, the rule of law and the values and principles underlying the *Canadian Charter of Rights and Freedoms* and the *Canadian Bill of Rights* and declares that it is not participating in, or condoning, any activity that could be construed as contrary to the laws of Canada or its provinces or territories; and
 - 22.1.7** that it will not assign this Agreement, or any part thereof, or any payments to be made under it, without the written permission of Canada and Quebec but that nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.
- 22.2** The Recipient acknowledges that it was informed by Canada and Quebec that any expenditure incurred by the Recipient prior to the effective date of this Agreement will not be reimbursed, unless approval by Canada and Quebec was granted under subsection 5.4.
- 22.3** During the term of this Agreement, the Recipient undertakes to:
- 22.3.1** take all necessary actions to maintain itself in good standing, to avoid conflict of interest, to preserve its legal capacity, and to inform Canada and Quebec, without delay, of any failure to do so;
 - 22.3.2** disclose to Canada and Quebec, without delay, any fact or event that would or may compromise the Project's chance of success or the Recipient's ability to complete any of the provisions contained in this Agreement, either immediately or in the long term, including but not limited to pending or potential lawsuits and audits; and
 - 22.3.3** respect the official language commitments set out in the Project Description as outlined in Annex A – Project Description and, if applicable, to make public announcements and public documents related to the activities in French and, if necessary, in English, in accordance with Quebec's legislative framework.

23 DIRECT OR INDIRECT BENEFITS

No member of Parliament or current or former public office holders of Canada may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with applicable regulations or policies, as the case may be, including the requirements under the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01), the *Conflict of Interest Act* (S.C. 2006, c. 9), or the *Values and Ethics Code for the Public Sector*.

24 LOBBYING

Any person lobbying on behalf of the Recipient must comply with the requirements of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Suppl.) (Canada) and the *Lobbying Transparency and Ethics Act*, CQLR, c. T-11.011, and any pertinent provincial legislation. (Quebec). The Recipient:

- 24.1** certifies that it has not directly or indirectly paid or agreed to pay a contingency fee for the solicitation, negotiation or obtainment of funding under this Agreement to any person other than an employee acting in the normal course of the employee's duties; and
- 24.2** acknowledges that accounts and records pertaining to the payment of fees or other compensation for the solicitation, attainment or negotiation of this Agreement are subject to the audit provisions of this Agreement and if the Recipient has certified falsely or is in default of the obligations contained herein, Canada and Quebec are entitled to recover from the Recipient the full amount of the contingency fee as an ineligible expenditure under this Agreement.

25 ACKNOWLEDGEMENT

The Recipient agrees to acknowledge the contribution received from Canada and Quebec in a manner satisfactory to Canada and Quebec.

26 PUBLIC ANNOUNCEMENT

The Recipient agrees that, with respect to this Agreement, a public announcement by Canada and/or Quebec in the form of a press release, press conference or otherwise may be made. The Recipient agrees that it will provide all 'reasonable and necessary' assistance in the organization of the public announcement or for any other joint public communication medium, as requested by Canada and/or Quebec. The Recipient acknowledges that its name, the amount awarded, and the general nature of the activities supported may be made publicly available by Canada and/or Quebec.

27 DISCLOSURE

- 27.1** Information gathered by the Parties in carrying out this Agreement is subject to applicable federal and provincial legislation regarding access to information and privacy.
- 27.2** The Recipient acknowledges and agrees that Canada and Quebec may make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained within them.

28 SURPLUS AND DEFICIT

- 28.1** Any deficit remaining upon expiry of this Agreement is the sole responsibility of the Recipient.
- 28.2** Any surplus or overpayment remaining upon expiry of this Agreement constitutes a debt due to Canada and Quebec at the rate of 68% due to Canada and 32% due to Quebec.

29 DISPOSITION OF ASSETS

- 29.1** The Recipient shall preserve any assets acquired with the contribution funds for the duration of the Project and use them for the Project only unless Canada and Quebec authorizes their disposition.

29.2 The Recipient agrees that, at the end of the Project, or upon the termination of this Agreement, and if directed to do so by Canada and Quebec, any assets acquired from funds received under this Agreement shall be:

29.2.1 sold at fair market value by the Recipient and that the funds realized from such sale shall be applied to the eligible costs of the Project to offset Canada and Quebec’s contribution towards the eligible costs as set out in Annex B – Approved Project Budget;

29.2.2 transferred to another charitable or not for profit organization approved by Canada and Quebec, and if the donation will result in a tax benefit the funds realized from such a benefit be applied to the eligible costs of the Project to offset Canada et Quebec’s contribution towards the eligible costs as set out in Annex B - Approved Project Budget; or

29.2.3 disposed of in such other manner as may be determined by Canada and Quebec.

29.3 In the event the Recipient, Canada and Quebec agree that the Recipient is to keep the asset to be used under subsequent agreements with the program for similar activities, the Recipient agrees that said asset will be considered as an asset under the new agreement and that the disposition provisions of the new agreement will apply to that asset as well.

29.4 For the purposes of section 29, asset means any single item, or a collection of items which form one identifiable functional unit acquired by the Recipient with contribution funds provided under this Agreement or under a previous Agreement funded by the same Program that:

29.4.1 is not physically incorporated into another product or not fully consumed by the end of the Project; and

29.4.2 has a purchase or lease value of more than \$4,000 before taxes.

30 INTELLECTUAL PROPERTY

30.1 The Recipient retains ownership of any intellectual property created by the Recipient in carrying out the Project.

30.2 The Recipient grants Canada and Quebec a royalty-free, permanent and non-exclusive licence to use, produce, reproduce, distribute, translate, publish or perform, in any way, any intellectual property created by the Recipient in carrying out the Project or an adaptation, in any language, for any governmental non-commercial purpose.

31 NOTICE

31.1 Any notice, information or document required under this Agreement is deemed delivered if forwarded by email or mail. Any notice sent by email is deemed received one (1) working day after it is sent; any notice mailed is deemed received eight (8) working days of the sender after it is mailed. It is the responsibility of the Recipient to inform Canada and Quebec, in writing, of any changes to this information within seven (7) working days.

31.2 All notices, information and documents must be sent to the following addresses:

	To the Recipient	To Canada	To Quebec
Name	To the attention of the Grand Chief	To the attention of the Regional Program Advisor	To the attention of the Director

Title	Akwesasne Mohawk Police Commission	Indigenous Affairs Secretariat	Direction des affaires policières autochtones
Name of Organization	Mohawk Council of Akwesasne	Public Safety Canada	Ministère de la Sécurité publique
Full Address	Postal Box 90 Akwesasne, Quebec H0M 1A0	105 McGill Street, Unit 650 Montreal, Quebec H2Y 2E7	2525 Laurier boulevard, 7th floor Quebec, Quebec G1V 2L2
Telephone	613-575-2884		418-646-1869
E-mail	grand.chief@akwesasne.ca	ps.aboriginalpolice-policeautochtone.sp@ps-sp.gc.ca	police.autochtone@msp.gouv.qc.ca

31.3 All payments to the Recipient will be sent to the following address:

Same as above

32 SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent court, that provision must be removed from this Agreement without affecting any other provision of this Agreement.

33 SURVIVAL

All obligations of the Recipient shall expressly, or by their nature, survive termination or expiration of this Agreement until, and unless, they are fulfilled, or by their nature expire.

34 ENTIRE AGREEMENT

This Agreement, including the preamble, the Recital, Annex A – Project Description, Annex B – Approved Project Budget and Annex C – Reporting Requirements and Payment Schedule, constitute the entire agreement among the Parties and supersedes all previous and subsequent documents, negotiations, understandings and previous commitments.

Canada and/or Quebec may revise their respective Annex C – Reporting Requirements and Payment Schedule at any time by giving a thirty (30) days’ notice to the other Parties in writing.

Annex D – Cash Flow Statement Template, Annex E – Non-Financial Report Template and Annex F – Final Non-Financial Report Template are provided for convenience only.

35 AMENDMENTS

35.1 This Agreement must only be amended by mutual, written consent of the Parties hereto. To be valid, any amendment to this Agreement must be in writing and signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

35.2 Amendments to this Agreement may only be considered if all Parties involved are notified at least thirty (30) days prior to the expiry of this Agreement.

36 GOVERNING LAW

This Agreement must be governed in accordance with the law applicable in Quebec.

37 PREVAILING LANGUAGE

The Parties agree that this Agreement is drafted and executed in both French and English, and that both versions have equal legal value. In the event of any discrepancy between the two texts, the French text shall prevail.

38 EXECUTION OF AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES

38.1 This Agreement 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 a copy of all signed counterparts; it being understood that all Parties need not sign the same counterparts.

38.2 The exchange of copies of this Agreement 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 a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

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

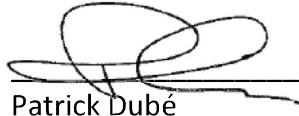
**For the Recipient
Mohawk Council of Akwesasne,**


The Grand Chief

3-30-26
signed on

An individual who at the time of signature of this Agreement is duly authorized to enter into agreements that are legally binding on the Recipient on behalf of the Recipient.

For the Gouvernement du Québec,



Patrick Dubé
Sous-Ministre de la Sécurité publique

23 février 2026

Signed on

and

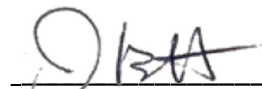


Patrick Lahaie
Secrétaire général associé aux relations
avec les Premières Nations et les Inuit

23 février 2026

Signed on

and



Julie Bissonnette
Secrétaire générale associée
aux relations Canadiennes

25 février 2026

Signed on

For Canada

Desir,
Wendy

Digitally signed by
Desir, Wendy
Date: 2026.03.30
15:26:57 -04'00'

Wendy Désir
Director of Indigenous Policing Programs
Indigenous Affairs Secretariat
Public Safety Canada

signed on

ANNEX A PROJECT DESCRIPTION

<p>Project Overview</p> <p>The Akwesasne territory straddles the intersection of international (United States and Canada) and provincial (Ontario and Quebec) borders on both banks of the Saint Lawrence River. The on-reserve population is approximately 10,000 individuals.</p> <p>The purpose of this agreement is to provide one-time funding for the purchase of additional equipment for policing services in the community, cover minor infrastructure expenses, and address training-related costs.</p>
<p>Work Plan</p> <ul style="list-style-type: none"> - Purchase of a camera surveillance system; - Purchase of a dispatch and recording system; - Purchase of three (3) police vehicles; - Costs associated with general maintenance of the police detachment; - Training costs for officers to facilitate recruitment; and - Costs associated with the Microsoft Rights Management (RMS) data migration.
<p>Expected Outcomes</p> <p>People living in First Nation and Inuit communities feel safe:</p> <p>The purchase of additional equipment will allow officers of the Akwesasne Mohawk Police Service to have access to essential and necessary resources in order to perform their duties safely and efficiently. They will be better equipped to ensure the safety of the communities in which they work.</p>

**ANNEX B
APPROVED PROJECT BUDGET**

**Project Budget
Revenues for Fiscal Year
2025-2026**

Project Title: One Time Stabilization 2024-2025 - Agreement on the provision of policing services in the community of Akwesasne

Government Funding (provincial, territorial and federal)	Amount
Public Safety Canada	\$446,844.00
Province of Quebec Province de Québec	\$206,236.00
Subtotal – Cash	\$653,080.00
Subtotal – In-kind	\$0.00
Total Government Funding	\$653,080.00
Non-government Funding	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
Total Non-government Funding	\$0.00
Total Revenues	\$653,080.00

**Eligible Expenses for Fiscal Year
2025-2026**

Project Title: One Time Stabilization 2024-2025 - Agreement on the provision of policing services in the community of Akwesasne

Expense Categories	Public Safety Canada Funding	Other Government Funding	Non Government Funding	Total
Equipment, supplies and materials	\$299,350.00	\$140,650.00		\$440,000.00
IT and communications equipment	\$72,000.00	\$33,000.00		\$105,000.00
Policing infrastructure expenditures	\$25,894.00	\$12,186.00		\$38,080.00
Training and recruitment	\$49,600.00	\$20,400.00		\$70,000.00
Subtotal – Cash	\$446,844.00	\$206,236.00	\$0.00	\$653,080.00
Subtotal – In-kind		\$0.00	\$0.00	\$0.00
Total Expenditure	\$446,844.00	\$206,236.00	\$0.00	\$653,080.00

**ANNEX C
REPORTING REQUIREMENTS AND PAYMENT SCHEDULE**

Advance Payments

FOR CANADA

Advance Payments		
Initial Fiscal Year Payment(s)		
Period Covered	Reporting Due Dates	Required Documents
Agreement start date to March 31	Upon agreement signature	<ul style="list-style-type: none"> • Cash flow statement (forecasts for Q3,Q4)
Final Payment		
3% Holdback	Per section 2 of this Agreement	<ul style="list-style-type: none"> • Final cash flow statement • Final non-financial report • Audited financial report

Note: Service standard for payments is within 30 business days upon receipt of all required documents in good working order.

FOR QUEBEC

Advance Payments		
Fiscal Year 2025-2026 Payment		
Period Covered	Reporting Due Dates	Required Documents
Agreement start date to March 31	Upon agreement signature	<ul style="list-style-type: none"> • Cash flow statement (forecasts for Q3,Q4)
	No later than 120 days after the end of the fiscal year	<ul style="list-style-type: none"> • Final cash flow statement • Final non-financial report • Audited financial report

Note: Service standard for payments is within 30 business days upon receipt of all required documents in good working order.

ANNEX D CASH FLOW STATEMENT TEMPLATE

CASH FLOW STATEMENT																			
Project Number		Recipient Legal Name						Project Title						Funding Type			Fiscal Year		
		Contribution						Approved Unexpended Funding from Last Fiscal Year			Total Fiscal Year								
Funding Source	Total Funding	Combined REVENUES Quarter 1 April - June			Combined REVENUES Quarter 2 July - September			Combined REVENUES Quarter 3 October - December			Combined REVENUES Quarter 4 January - March			Forecasted Revenues	Actual Expenditures	Variance	Total Forecasted Revenues	Total Actual Revenues	Remaining Funding
		Forecasted Revenues	Actual Revenues + Accounts Receivable from Previous Fiscal Year	Variance	Forecasted Revenues	Actual Revenues	Variance	Forecasted Revenues	Actual Revenues	Variance	Forecasted Revenues	Actual Revenues	Variance						
Public Safety Canada Funding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Government Funding (Provincial, Territorial and Municipal)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Funding Source	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n/a	n/a	n/a	0.00	0.00	0.00
Approved Unexpended Funding from Last Fiscal Year	0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
																	Total Reallocation of Expenditures (\$)		0.00
																	Total Reallocation of Expenditures (%)		0.00%
Expense Category as Identified in the Funding Agreement	Annual Budget	Combined EXPENDITURES Quarter 1 April - June			Combined EXPENDITURES Quarter 2 July - September			Combined EXPENDITURES Quarter 3 October - December			Combined EXPENDITURES Quarter 4 January - March			Approved Unexpended Funding from Last Fiscal Year			Total Fiscal Year		
		Forecasted Expenditures	Actual Expenditures	Variance	Forecasted Expenditures	Actual Expenditures	Variance	Forecasted Expenditures	Actual Expenditures	Variance	Forecasted Expenditures	Actual Expenditures	Variance	Forecasted Expenditures	Actual Expenditures	Variance	Total Forecasted Expenditures	Total Actual Expenditures	Variance
Total Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Comments:																			
Attestation by Authorized Signing Officer										Attestation by Public Safety Canada									
I hereby certify that the revenues received and the expenditures incurred for the specified period are accurate. Public Safety Canada may request supporting documents for audit purposes at any time.										I have examined the expenses claimed for reimbursement and I certify that they correspond to the eligible expenditures listed in the funding agreement.									
Signature : (print name and sign or digital signature)										Signature : (digital signature)									
Date:										Date:									

**ANNEX D
CASH FLOW TEMPLATE**

Approved Unexpended Funding Statement										
Project Number	Recipient Legal Name			Project Title			Funding Type			
0	0			0			Contribution			
Approved Unexpended Funding Summary	Current Fiscal Year	Past Fiscal Years								
	20XX-20XX	20XX-20XX	20XX-20XX	20XX-20XX	20XX-20XX	20XX-20XX	20XX-20XX	20XX-20XX		
Total	0.00									
Expense Category as Identified in the Funding Agreement	Approved Unexpended Funding	Quarter 1 Actual Expenditures	Quarter 2 Actual Expenditures	Quarter 3 Actual Expenditures	Quarter 4 Actual Expenditures	Total Actual Expenditures	Variance			
						0.00	0.00			
Total Expenditures	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Attestation by Authorized Signing Officer										
I hereby certify that the expenditures incurred for the specified period are accurate. Public Safety Canada may request supporting documents for audit purposes at any time.										
<table border="0" style="width:100%"> <tr> <td style="width:70%">Signature : (print name and sign or digital signature)</td> <td style="width:30%">Date:</td> </tr> </table>									Signature : (print name and sign or digital signature)	Date:
Signature : (print name and sign or digital signature)	Date:									
Attestation by Public Safety Canada										
I have examined the expenses claimed for reimbursement and I certify that they correspond to the eligible expenditures listed in the funding agreement.										
<table border="0" style="width:100%"> <tr> <td style="width:70%">Signature : (digital signature)</td> <td style="width:30%">Date:</td> </tr> </table>									Signature : (digital signature)	Date:
Signature : (digital signature)	Date:									

ANNEX E NON-FINANCIAL REPORT TEMPLATE

Please consult your Program Officer if you have any questions regarding this report.

IDENTIFICATION					
Project Title :					
Project Number :					
Recipient Name :					
Name of Program Officer :					
Prepared by :		E-mail:			
Fiscal Year :	i.e. 2019-2020	Date of the Report :			
Period Covered by this report :	Select all that apply <input type="checkbox"/> Q1 – April 1 st to June 30 th <input type="checkbox"/> Q2 – July 1 st to September 30 th <input type="checkbox"/> Q3 – October 1 st to December 31 st <input type="checkbox"/> Q4 – January 1 st to March 31 st				
SECTION 1: REPORT ON PROGRESS OF EACH PLANNED ACTIVITY					
(Add all activities listed in the Annex A – Project Description of the Contribution Agreement)		Completed	In progress	Not yet started	Late / abandoned
Activity 1					
Describe the progress achieved this period for each of the activities. Please use concrete examples and reference your project milestones. If behind schedule, indicate what additional measures will be taken.					
Activity 2					
Activity 3					
(Add more activities as necessary) SECTION 2 : EXPECTED OUTCOMES/RESULTS					
Is the project on track to meet the expected outcomes/results in your agreement? If not, please explain.					
SECTION 3 : PARTNERSHIPS					
Describe any partnerships/networks that were involved during this reporting period, including any activities that occurred with them if not already described above. (i.e. meetings; financial nature; someone who provides advice, etc.)					

SECTION 4 : IN-KIND CONTRIBUTIONS
<p>Describe in-kind contributions made by your organization or project partners during this period. (Note – an in-kind contribution is the provision of goods or services not involving monetary transactions.)</p>
SECTION 5 : BUDGET/WORKPLAN CHANGES FOR THE UPCOMING PERIOD
<p>Do you expect any changes to the budget or workplan outlined in the agreement for the upcoming period?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. If yes, please describe changes needed to:</p> <p><input type="checkbox"/> Agreement Workplan (Annex A)</p> <p><input type="checkbox"/> Agreement Budget (Annex B):</p> <p>Note: Your Program Officer will be in contact with you to discuss the expected changes as indicated above and to determine if an amendment to your Contribution Agreement is required. Please do not proceed with any changes until you have approval from your Program Officer.</p>
SECTION 6 : OTHER INFORMATION
<p>Is there any other information about your project that you want to share with us? (successes, challenges, and lessons learned)</p>

The information you provide is collected under the auspices of Public Safety Canada for the purpose of administering programs. The information collected will be subject to the *Access to Information Act*.

The undersigned hereby certifies that the above information is in accordance with the Terms and Conditions of the funding agreement.

Authorized Recipient Name: _____

Signature: _____

Date: _____

**ANNEX F
FINAL NON-FINANCIAL REPORT TEMPLATE**

Please consult your Program Officer if you have any questions regarding this report.

IDENTIFICATION				
Project Title :				
Project Number :				
Recipient Name :				
Name of Program Officer :				
Prepared by :		E-mail:		
Effective dates of project (start and end dates) :		Date of the Report :		
SECTION 1: REPORT ON PROGRESS OF EACH PLANNED ACTIVITY				
<i>(Add all activities listed in the Annex A – Project Description of the Contribution Agreement)</i>	Completed	Incomplete	Description of completed results or rationale for incomplete activities	
Activity 1				
Activity 2				
Activity 3				
SECTION 2 : EXPECTED OBJECTIVES				
<p>Did the project meet the expected objectives in your agreement? Please provide details on how the objectives were met or the barriers that caused them to not be met before the expiry of this project.</p>				
SECTION 3 : EXPECTED OUTCOMES				
<i>(Add all expected outcomes listed in the Annex A – Project Description of the Contribution Agreement)</i>	Achieved	Partially Achieved	Not Achieved	Description of completed results or rationale for incomplete activities
Outcome				
Outcome				
Outcome				
<i>(Add more outcomes as necessary)</i>				
SECTION 4 : PARTNERSHIPS				
<p>Describe any partnerships/networks that were involved during this project, including any activities that occurred with them if not already described above. (i.e. meetings; financial nature; someone who provides advice, etc.)</p>				

Only for community based projects - SECTION 5 : TARGET POPULATION
Who was the target population for your project? Were you able to reach this population in your project delivery? Please share any barriers or obstacles faced and/or success stories.
SECTION 6 : IN-KIND CONTRIBUTIONS
Describe in-kind contributions made by your organization or project partners during this project. (Note – an in-kind contribution is the provision of goods or services not involving monetary transactions.)
SECTION 7 : BEST PRACTICES/LESSONS LEARNED
Please share any best practices or lessons learned over the course of this project. What, if any, challenges arose while completing the project and/or what successes did the project achieve?
SECTION 8 : DISSEMINATION OF RESULTS
Did your project create/generate any material such as website, pamphlets, brochures, training, etc. that could be shared with partners? If yes, how do you plan on disseminating this information and/or material?

The information you provide is collected under the auspices of Public Safety Canada for the purpose of administering programs. The information collected will be subject to the *Access to Information Act*.

The undersigned hereby certifies that the above information is in accordance with the Terms and Conditions of the funding agreement.

Authorized Recipient Name: _____

Signature: _____

Date: _____