

AGREEMENT CONCERNING
A CRIME PREVENTION PROJECT
IN THE COMMUNITY OF KANESATAKE
BETWEEN THE MOHAWK COUNCIL OF KANESATAKE
AND THE GOUVERNEMENT DU QUÉBEC

**AGREEMENT CONCERNING
A CRIME PREVENTION PROJECT
IN THE COMMUNITY OF KANESATAKE**

BETWEEN:

THE MOHAWK COUNCIL OF KANESATAKE
represented by the Grand Chief
(hereinafter designated as “the Council”)

AND:

THE GOUVERNEMENT DU QUÉBEC
represented by the ministre de la Sécurité publique,
the ministre responsable des Affaires
intergouvernementales canadiennes et de la
Francophonie canadienne
and the ministre responsable des Affaires
autochtones
(hereinafter designated as “Québec”)

WHEREAS since 1990, the Mohawk Community of Kanesatake has experienced many events which resulted in a deterioration of the social climate;

WHEREAS the Council wishes to develop a community approach, in order that youth may live positive experiences;

WHEREAS the parties recognize the necessity of implementing a crime prevention project involving youth, in order to contribute to the development of a positive and healthy environment and to the strengthening of the sense of security within the community.

THEREFORE, the parties agree to the following:

1. CONTENTS OF THE AGREEMENT

The present agreement, including the preamble and annexes which are an integral part of it, constitutes the entirety of the commitments and responsibilities of the parties.

2. DECLARATION OF NULLITY, INVALIDITY OR INAPPLICABILITY BY A COMPETENT COURT

If a provision of this Agreement be declared null, void or inapplicable by a competent court, the other provisions of the Agreement maintain their full effect, to the extent that their effect is not dependant on the provision declared null, void or inapplicable. Moreover, the parties undertake to remedy such nullity, invalidity or inapplicability as soon as possible such that the Agreement's objectives can be achieved.

3. LEGAL SCOPE OF THIS AGREEMENT

- 3.1 This Agreement shall not serve to recognize, define, affect, limit or create Aboriginal rights or treaty rights. It shall not be interpreted to be an agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982* (R.S.C. (1985) app. II, n. 44).
- 3.2 This Agreement binds the successors and duly authorized beneficial parties involved.

4. OBJECTIVES OF THE AGREEMENT

The objectives of this agreement are to define the rights and obligations of each party for the development, financing and implementation of a crime prevention project involving youth of the Community of Kanesatake.

5. UNDERTAKINGS OF THE PARTIES

- 5.1 Québec undertakes to remit to the Council a non-recurring subsidy of one hundred thousand dollars (\$100,000.00). This amount will be paid in two instalments. The first, equal to 60% of the amount, will be paid no later than 30 days after the signing of the present agreement. The remaining 40% will be paid within the 30 days following receipt of the report on the use of the funds as outlined in Section 6 of the present agreement.
- 5.2 The Council undertakes to:
 - a) carry out the crime prevention project, a description of which appears in appendix A;

- b) implement an advisor committee representative of the Community;
- c) proceed with the hiring of a coordinator;
- d) proceed with the creation of an animation team and, if necessary, formation;
- e) ensure the administrative and material support of this committee and the animation team;
- f) respect the parameters detailed in the budget which appears in appendix B;
- g) contribute to the project according to that which is foreseen in appendix B and ensure the contribution of its partners also foreseen in that appendix.

6. REPORT ON THE USE OF FUNDS

The Council undertakes to produce a report on the use of the funds, in the form prescribed by the ministère de la Sécurité publique, and no later than fourteen (14) months after the date of signature of the present agreement. This report on the use of the funds should include a detailed financial report and a statement of activities conducted and results obtained.

7. NON-RESPONSIBILITY OF QUÉBEC

7.1 Québec is not responsible in any way for any damages direct or indirect resulting from the implementation of the project envisioned by the present agreement.

7.2 The Council undertakes to indemnify and protect Québec against any recourse, claim, demand, legal proceeding and other procedure taken by any person as a result of damages suffered during the implementation of the project envisioned by the present agreement.

8. FOLLOW-UP ON THE IMPLEMENTATION OF THE PROJECT

The parties recognize the need to collaborate and join their efforts to achieve the objectives of the present agreement. To this end, the representatives appointed by parties must meet, at least once every three months, in order to review the implementation and follow up of the project envisioned by present agreement

9. TRANSFER OF RIGHTS AND OBLIGATIONS

The rights and obligations contained in the present agreement cannot, under risk of nullity, be transferred, in whole or in part, without the written authorization of the ministre de la Sécurité publique.

10. COMMUNICATION BETWEEN PARTIES

10.1 Any notice, request, information or any other document required with respect to this Agreement shall be deemed to be served if mailed or transmitted by fax. Any notice sent or transmitted by fax shall be deemed to have been received one (1) business day after it was sent; any mailed notice shall be deemed to have been received eight (8) business days following its mailing.

10.2 All notices must be sent to the following coordinates:

For the Council:

Mohawk Council of Kanesatake
681, rang Ste-Philomène
Kanesatake (Québec) J0N 1E0
Fax: 450 479-8373

For Québec:

Direction des affaires autochtones
Ministère de la Sécurité publique
Tour du St-Laurent, 5^e étage
2525, boul Laurier,
Québec (Québec) G1V 2L2
Fax: 418 646-1869

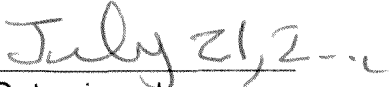
10.3 Each Party shall notify the other Parties in writing of any change of mailing address or fax number.

IN WITNESS THEREOF, the parties hereto have signed the present agreement in quadruplicate by the intervention of their duly authorized representatives:

FOR THE MOHAWK COUNCIL OF KANESATAKE,



GRAND CHIEF

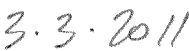


Date signed

FOR THE GOUVERNEMENT DU QUÉBEC,




MINISTRE DE LA SÉCURITÉ PUBLIQUE

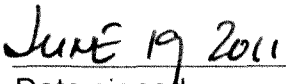


Date signed

AND



MINISTRE RESPONSABLE DES AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES
ET DE LA FRANCOPHONIE CANADIENNE

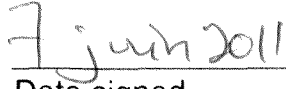


Date signed

AND



MINISTRE RESPONSABLE
DES AFFAIRES AUTOCHTONES



Date signed

DESCRIPTION:

**A CRIME PREVENTION PROJECT
IN THE COMMUNITY OF KANESATAKE**

The Council wishes to structure an intervention with the youth of the community who present persistent indications of disregard for authority and antisocial behaviour, including disorder, violence and criminal activities. The main objective of the prevention project presented by the Council is to develop the personal and social skills of the youth of the community. Thus, one tries to avoid the reinforcement of the criminal path of certain youth and to offer them alternative solutions to delinquency, violence and consumption of drugs and alcohol. This project rests upon a community approach uniting the collection of the leading forces of the community in order to offer youth a range of services (sports, cultural or open air activities, support for families, help in homework, training, etc.) mainly within the school environment, after school and during the evening; daytime periods when most antisocial activities of youth take place.

Activities will be organized and animated by social interveners or by people within the community recognized as positive role models. During these activities, the youth will be made aware of the dangers of consuming alcohol and drugs and of disrespect of the law, both individually and socially. Two clienteles are mainly identified, namely 6-17 year old children, and 18-35 year old youth, as well as their family.

This project will allow the community to work towards the development of a healthy and positive environment and to contribute to strengthen the feeling of safety. It also intends to decrease the usage of psychoactive substances, to improve regular attendance and school success of youth and to reduce influence of negative peers.

This project fulfills the generally accepted principles of crime prevention. In addition, it meets the requirements enclosed in the crime prevention funding programs of the ministère de la Sécurité publique.

BUDGET:
A CRIME PREVENTION PROJECT
IN THE COMMUNITY OF KANESATAKE

Human and material resources	Contributions of the MSP	Contributions of Council and its partners	Total Budget
Personnel <ul style="list-style-type: none">▪ Project coordinator (10 hr X 40 weeks. X \$25/hr)▪ Youth interveners (4 X 20 hr X 40 weeks X 20 \$/hr)▪ Social worker (LCSC¹/MCK²)▪ Administrative support (10 hr X 40 weeks. X 15 \$/hr)▪ Social benefits (15%)▪ National Child Benefits Reinvestment Strategy (KSA³/MCK)▪ Family violence (MCK)▪ Honorariums for speakers and consultants	<div>\$10,000.00</div> <div>\$64,000.00</div> <div></div> <div>\$6,000.00</div> <div>\$12,000.00</div> <div></div> <div></div> <div>\$1,500.00</div>	<div></div> <div></div> <div>\$15,000.00</div> <div></div> <div></div> <div>\$15,000.00</div> <div>\$21,397.00</div> <div></div>	<div>\$144,897.00</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Material <ul style="list-style-type: none">▪ Office supplies▪ Printing, photocopies and reports▪ Activity materials	<div>\$500.00</div> <div>\$500.00</div> <div>\$3,000.00</div>		<div>\$4,000.00</div> <div></div> <div></div>
Equipment <ul style="list-style-type: none">▪ Camera▪ Computer	<div>\$1,000.00</div> <div>\$1,500.00</div>		<div>\$2,500.00</div> <div></div>
Rent/Conveniences <ul style="list-style-type: none">▪ Rental of activity sites (MCK)		<div>\$2,000.00</div>	<div>\$2,000.00</div> <div></div>
TOTAL	<div>\$100,000.00</div>	<div>\$53,397.00</div>	<div>\$153,397.00</div>

1- Local Community Service Centres
2- Mohawk Council of Kanesatake
3- Kanesatake School Administration
* Monetary value corresponding to contribution in goods and services.