

**AGREEMENT
CONCERNING THE FUNDING
OF THE EEYOU-EENOU POLICE FORCE
FOR THE 2014-2015 TO 2017-2018 FINANCIAL YEARS**

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AGREEMENT
CONCERNING THE FUNDING
OF THE EEYOU-EENOU POLICE FORCE
FOR THE 2014-2015 TO 2017-2018 FINANCIAL YEARS

AMONG: **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 intergouvernementales canadiennes et de la Francophonie canadienne, and the ministre responsable des Affaires autochtones,

(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, chapter G-1.031, as represented by its Chairman,

(hereinafter designated "CNG")

AND: **The GRAND COUNCIL OF THE CREES (EEYOU 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)")

PREAMBLE

WHEREAS Canada, Québec and the CNG have proceeded to amendments to Section 19 of the *James Bay and Northern Quebec Agreement* (JBNQA) in order to provide, among others, for the replacement of the provisions concerning the “Cree Units of the Québec Police Force” and the “Cree Local Community Police Force” by new provisions concerning the establishment of a regional police force called the “Eeyou-Eenou Police Force”, and to merge therein the existing Cree Local Police Forces, and to recommend to the Assemblée nationale du Québec and to Parliament amendments to existing legislations of general or specific application for such purposes;

WHEREAS the *Police Act*, CQLR, chapter P-13.1, was modified accordingly by section 11 of the *Act amending the Police Act and other legislative provisions*, S.Q. 2008, chapter 13, so as to ensure the implementation of Section 19 of the JBNQA;

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 as amended by the Complementary Agreement No. 19, Canada and Québec undertook to fund the CNG for the Eeyou-Eenou Police Force in accordance with a tripartite funding agreement to which the CNG shall be a party;

WHEREAS the respective shares of the total funding provided by Canada and Québec pursuant to such tripartite funding agreement will be fifty-two percent (52%) and forty-eight percent (48%), respectively;

WHEREAS the parties now wish to agree to the terms and conditions of such tripartite funding agreement for the period of April 1st, 2014 to March 31st, 2018, which, taken in combination with the one-year extension for 2013-2014 previously concluded, constitutes an agreement for a term of five years in accordance with paragraph 19.6 of the JBNQA.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

CHAPTER 1 - DEFINITIONS

The following definitions apply in this Agreement:

- 1.1 “*Business Day*” means a day on which banking transactions can occur in Québec.
- 1.2 “*Complementary Agreement No. 19*” means the Complementary Agreement amending Section 19 of the JBNQA to provide, *inter alia*, that the CNG is authorized to establish under its authority a regional police force (the Eeyou-Eenou Police Force) and merging the Cree Local Community Police Forces into the Eeyou-Eenou Police Force.
- 1.3 “*Cree communities*” means the Cree Nation of Chisasibi, the Whapmagoostui First Nation, the Cree Nation of Wemindji, the Eastmain Band, the Crees of the Waskaganish First Nation, the Cree Nation of Nemaska, the Waswanipi Band and the Cree Nation of Mistissini, respectively constituted as corporations by the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18, as well as the Crees of Oujé-Bougoumou (also known as the “Oujé-Bougoumou Cree Nation”), represented by the Oujé-Bougoumou Eenuch Association until such time as the Oujé-Bougoumou Band is constituted as a corporation under the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18, and, thereafter, the Oujé-Bougoumou Band.
- 1.4 “*Cree Local Community Police Forces*” means the local police forces constituted pursuant to sub-section 19.2 of the JBNQA as it read prior to the coming into force of the Complementary Agreement No. 19.
- 1.5 “*Crees*” means persons eligible pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of the JBNQA.
- 1.6 “*Eeyou-Eenou Police Force*” means the regional police force established by the CNG pursuant to Section 19 of the JBNQA as amended by the Complementary Agreement No. 19 pursuant to division V.1 of chapter I of the title II of the *Police Act*.
- 1.7 “*Financial Year*” means the period between April 1st of a calendar year and March 31st of the subsequent calendar year.
- 1.8 “*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, chapter 46, as amended from time to time through Complementary Agreements thereto.

- 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.

CHAPTER 2 - GENERAL PROVISIONS

2.1 Purposes

This Agreement has the following principal purposes:

- a) to provide financial resources to the CNG in accordance with the respective shares of Canada and Québec for the purposes of the Eeyou-Eenou Police Force for the Term of this Agreement pursuant to Section 19 of the JBNQA as amended by the Complementary Agreement No. 19;
- 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) favour the establishment and maintenance by the CNG of the Eeyou-Eenou Police Force;
- d) to support management, administration and accountability structures and systems for the Eeyou-Eenou Police Force which ensure police services that are independent from political authorities and provided in accordance with applicable deontological rules.

2.2 Preamble

The Preamble to this Agreement forms an integral part hereof.

2.3 Schedule

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 *An Act respecting the Cree Nation Government*, CQLR, chapter G-1.031.

2.4 Judicial Determination in Respect of Validity

If a competent tribunal declares a provision of this Agreement null, void or non-applicable, the other provisions of the Agreement remain in force insofar that this application is not dependent upon the provision declared null, invalid or non-applicable. The parties moreover undertake to remedy as soon as possible any such provision so as to ensure that the objective of that provision is attained.

2.5 Access to Training Institutions

All police officers of the Eeyou-Eenou Police Force, and all persons who are therein hired in compliance with the *Agreement between the CNG and Québec concerning the modalities relating to the provision of police services by the Eeyou-Eenou Police Force* concluded on June 18, 2009 shall be automatically eligible for the regular police training program of the École nationale de police du Québec. Should this institution not be in a position to service the training needs of these police officers in a reasonable timeframe or in an appropriate manner, the parties agree that the said training may take place elsewhere in Canada in an institution accredited by the École nationale de police du Québec which will recognize such training by issuing the appropriate certification subject to any additional obligatory training to acquire a basic knowledge related to law enforcement in Québec having been followed with success.

2.6 Police Services

The Eeyou-Eenou Police Force shall provide police services as set out in the *Police Act* and as determined by agreement between Québec and the CNG pursuant to section 10.2.8 of that Act.

Québec, through the Sûreté du Québec, shall provide the services corresponding to a level higher than the level required by the Eeyou-Eenou Police Force, 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 Eeyou-Eenou Police Force 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 CRPQ

Access by the Eeyou-Eenou Police Force to the Centre de renseignements policiers du Québec (CRPQ) data banks shall be ensured without cost to the Eeyou-Eenou Police Force and in accordance with normal arrangements applicable in such matters and which normally apply to police forces operating in Québec.

2.9 **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.

2.10 **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. 1985, c. P-1, the *Conflict of Interest Act*, S.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*.

2.11 **Lobbyists**

The CNG confirms that no persons carrying out lobbying under the meaning of the *Lobbying Act*, R.S.C. 1985, c. 44 (4th 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 CNG 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.

2.12 **Status of CNG Personnel with regard to the Governments of Canada and Québec**

Anyone employed by the CNG with funding provided pursuant to this Agreement shall remain a person providing services to the CNG and nothing in this Agreement is to be construed as conferring upon the CNG, 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 CNG with regard to the Governments of Canada and Québec**

The CNG is not an agent or mandatary of Canada or of Québec in respect to the supervision, direction or control of the Eeyou-Eenou Police Force and shall not represent itself in regard thereto as an agent or mandatary or as a partner, or joint-venturer of Canada or of Québec.

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 CNG may enter into 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 all applicable provisions of any law or regulation 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 CNG 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 *James Bay and Northern Quebec Agreement*.

CHAPTER 3 - FUNDING

3.1 Funding for 2014-2015 Financial Year

The annual funding provided by Canada and Québec for the 2014-2015 Financial Year pursuant to this Agreement is determined in accordance with the following formula rounded to three decimals:

$$\text{2014-2015 Funding} = \$16,834,274 \text{ multiplied by } \left(1 + \frac{\text{CPI December 2013} - \text{CPI December 2012}}{\text{CPI December 2012}} \right)$$

Where:

"CPI" represents the Consumer Price Index for Quebec as determined by Statistics Canada (catalogue 62-001-X Table 10).

The maximum funding for the 2014-2015 Fiscal Year provided by Canada and Québec is established at \$16,968,948.19. Their respective contributions at fifty-two per cent (52%) for Canada and forty-eight per cent (48%) for Québec are:

\$8,823,853.06 for Canada

\$8,145,095.13 for Québec

3.2 Funding for 2015-2016 and Subsequent Financial Years

The annual funding provided by Canada and Québec pursuant to this Agreement for the 2015-2016 Financial Year and each subsequent Financial Year is determined by taking the total amount of funding provided by Canada and Québec to the CNG 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:

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

Where:

"CFY" represents the total amount of funding to be provided by Canada and Québec to the CNG pursuant to this Agreement in the concerned Financial Year;

"PFY" represents the total amount of funding provided by Canada and Québec to the CNG 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);

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

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

3.3

Adjustment to funding for 2017-2018 Financial Year

As of April 1st, 2017, the annual funding determined pursuant to section 3.2 for the 2017-2018 Financial Year will be further adjusted following the determination of the number of police officers funded as of April 1st, 2017 in application of paragraphs 19.8 and 19.9 of the JBNQA and in accordance with the following formula:

$$ADJ = (TCFY \text{ divided by } 79) \text{ multiplied by } NCA$$

Where:

"ADJ" represents the funding adjustment to be added or subtracted from the annual funding for the 2017-2018 Financial Year determined pursuant to section 3.2;

"TCFY" represents the annual funding for the 2017-2018 Financial Year determined pursuant to section 3.2;

"NCA" represents the number of constables in addition to 70, or as the case may be the number of constables less than 79, calculated following the determination of the number of police officers funded as of April 1st, 2017 in accordance with paragraphs 19.8 and 19.9 of the JBNQA.

3.4

Canada and Québec Shares of Funding

The respective shares of 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.

3.5 **Yearly Payment by Canada**

Canada shall provide fifty-two percent (52%) of the total annual funding to the CNG pursuant to this Agreement in one instalment paid on the first Business Day of June, through direct deposit to the CNG, conditional on the reception by Canada of the budget adopted by the CNG in relation to this Agreement for the concerned Financial Year in conformity with section 81 of *An Act respecting the Cree Nation Government*, CQLR, chapter G-1.031.

3.6 **Yearly Payment Instalments Schedule of Québec**

Québec's share (48%) of the total annual funding provided to the CNG pursuant to this Agreement shall be paid by Québec in four (4) equal instalments to be paid respectively on the first Business Day of each of the months of June, August, November and February of the concerned Financial Year through electronic bank transfer to the account designated for this purpose by the CNG.

3.7 **Carry-Over**

In the event that the total payments made to the CNG 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 CNG in that subsequent financial year solely for the purposes which they were provided for, and without affecting the level of the 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 Eeyou-Eenou Police Force for the 2008-2009 to 2012-2013 Financial Years", which was amended in 2013 for a one year extension, can be carried over by the CNG but only if they are used to further achieve results toward the objectives of this Agreement. The cumulative unexpended funds carried-over from the previous Agreement to this Agreement may not exceed twenty percent (20%) of the last Agreement total amount.

If the amounts allocated to the CNG by Canada and Québec during the last Financial Year of this Agreement are not all spent, up to twenty per cent (20%) of the unexpended funds may be carried over to a subsequent Agreement, on the condition these amounts are used to further achieve results toward the objectives of the current Agreement. The carry-over does not have any impact on the amount to be allocated by Canada and Québec in a subsequent Agreement. In order to keep those amounts, the CNG shall send a request letter before March 31st, including a justification

and a detailed plan of how the unexpended funds would be used by the CNG.

Any unexpended funds over twenty per cent (20%) may be carried over by the CNG only with the written consent of Canada and Québec.

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

3.8 Other Sources of Funding

The parties recognize that other sources of funding may be used by the CNG, for the purposes of the Eeyou-Eenou Police Force, to complement the funding provided hereunder.

3.9 Parliamentary Appropriations

The payments provided by Canada and Québec pursuant to this Agreement are subject to there being an appropriation by Parliament and the Assemblée nationale du Québec respectively 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 CNG in regards to the obligations of Canada and of Québec pursuant to the provisions of Section 19 of the JBNQA.

3.10 Designation of Other Recipient

The CNG may, with the consent of Québec and of Canada, designate another entity to receive the funding provided by Canada and Québec pursuant to this Agreement. The parties will then proceed to an amendment of this Agreement so as to allow this new entity to become a party to this Agreement.

3.11 Police Officers

The funding provided by Canada and Québec pursuant to this Agreement is calculated on the basis of a minimum complement of seventy-nine (79) full-time equivalent police officers for the Eeyou-Eenou Police Force.

3.12 Communications

The contribution of Canada, of Québec and of the CNG to the funding of the Eeyou-Eenou Police Force can be the object of press releases issued by the concerned party, of press conferences or otherwise communicated to the public.

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 Eeyou-Eenou Police Force;
- e) ongoing expenditures, including operations and maintenance, and costs of minor capital expenditures relating to police services;
- f) costs associated with the acquisition of materials and equipment reasonably necessary for the operations of the Eeyou-Eenou Police Force.

4.2 Costs Associated to 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 for police officers and their travel and tuition expenses while following training, upgrading or ongoing improvement at the École nationale de police du Québec 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, cegep or other similar education institution dispensing education services to the general public.

4.3 Use of Material and Equipment

The CNG 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 CNG with funding provided pursuant to this Agreement shall not be disposed of by the CNG unless:

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

4.5 **Firearms**

The acquisition, use and disposal of firearms by the CNG for the Eeyou-Eenou Police Force shall be carried out in conformity with the applicable legislation governing firearms.

CHAPTER 5 - REPORTING AND AUDITS

5.1 Books of the CNG

In regard to the funding provided to it under this Agreement, the CNG shall be bound by the provisions of sections 80 to 94 of *An Act respecting the Cree Nation Government*, CQLR, chapter G-1.031, concerning books, records and financial statements, appropriations and auditors, 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 CNG shall:

- a) maintain separate accounting records or a separate chart of accounts clearly identifying revenues and expenses related to the operations of the Eeyou-Eenou Police Force;
- 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 *Canadian Institute of Chartered Accountants Handbook*;
- 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 CNG 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 CNG of the funding provided to it 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 CNG 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 CNG for the Financial Year to which the audit pertains in regard to the use of the funding provided to it 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 CNG 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 to it by Canada and Québec pursuant to this Agreement for any auditors appointed pursuant to section 5.3 of this Agreement, upon a prior written notice for this purpose provided to the CNG at least three (3) Business Days in advance.

The CNG shall make records available to the Auditor General of Canada when requested by 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 CNG is entitled under this Agreement, any such amount is a debt due to Canada and Québec and the CNG 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 perform an audit as the case may be and an overpayment is identified, the overpayment shall be repaid to the 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 CNG from the party requiring the audit, but without prejudice to all and any recourses of the CNG 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 CNG pursuant to this Agreement.

- 5.7 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 CNG shall subscribe to and maintain in force insurance to cover the activities of the Eeyou-Eenou Police Force and its police officers and each of its employees, officials or agents involved in police activities or in the management of the Eeyou-Eenou Police Force. 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 CNG under this Agreement.

6.2 Proof of insurance

The CNG 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 CNG must notify in such timeframe Canada and Québec should the insurer cancel the insurance.

6.3 Indemnification

The CNG 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 CNG, the Eeyou-Eenou Police Force, 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 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 1st, 2014 to March 31st, 2018.

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 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 avail 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 CNG of its undertakings under this Agreement, Canada and Québec may send a joint written notice of default to the CNG 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 CNG of its undertakings under this Agreement has not been corrected by the CNG within ninety (90) days of the receipt by the CNG 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 CNG within such time period, Canada and Québec may, by written notice to the CNG, suspend their respective payments to the CNG 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 CNG 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 or mailed by pre-paid 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 and the sender receives confirmation of the transmission, at the start of business on the Business Day next following the day on which it was transmitted; or
- c) if mailed by pre-paid registered post 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 or fax number indicated below:

For Canada:

Department of Public Safety and Emergency Preparedness
 Canada
 269 Laurier Avenue West
 Ottawa, Ontario K1A 0P8
 Fax: (613) 991-0961

For Québec:

Ministère de la Sécurité publique du Québec

Direction principale de la sécurité dans les palais de justice et des
 affaires autochtones et du Nord
 2525, boulevard Laurier, 8^e étage
 Québec (Québec) G1V 2L2
 Fax: (418) 646-1869

For the CNG and the GCC(EI) :

Chairman of the CNG and Grand Chief of the GCC(EI)
 2 Lakeshore Road
 Nemaska, James Bay (QC) J0Y 3B0
 Fax: (819) 673-2606

And a copy to:

Executive Director
 Embassy of the Cree Nation
 81 Metcalfe Street, Suite 900
 Ottawa (ON) K1P 6K7
 Fax: (613) 761-1388

- d) A party may change its postal address or fax number by giving notice of the change to the other parties.

7.9**Successor Agreement**

No later than April 1st, 2017, the parties shall meet in order to negotiate a successor agreement to this Agreement.

SIGNATURES

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

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

JUL 16 2014

Date

By: Minister of Public Safety and Emergency Preparedness

The GOUVERNEMENT DU QUÉBEC

26 août 2014

Date

By: The ministre de la Sécurité publique

Date

25/9/14

By: The ministre responsable des Affaires intergouvernementales
canadiennes et de la Francophonie canadienne

September 10, 2014

Date

By: The ministre responsable des Affaires autochtones

The CREE NATION GOVERNMENT

JUL 22 2014

Date

By: Chairman

The GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)

JUL 24 2014

Date

By: Deputy Grand Chief

SCHEDULE 1
SECTIONS 80 TO 94 OF AN ACT RESPECTING
THE CREE NATION GOVERNMENT, CQLR, chapter G-1.031

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.