

First Nations and Inuit Policing Program

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 "the Minister")

AND

THE CITY OF FREDERICTON, duly incorporated under
the Province of New Brunswick duly incorporated
under the laws of New Brunswick, having its head
office at Fredericton, New Brunswick as
represented by the Mayor and City Clerk

(hereinafter referred to as "the Recipient")

(hereinafter collectively referred to as "the Parties")

WHEREAS the Minister has established the First Nations and Inuit Policing Program (hereinafter referred to as "the Program") to support projects that contribute to the achievement of the Department's objectives with respect to supporting policing services to First Nation and Inuit communities that are professional, dedicated and culturally responsive to the communities they serve;

AND WHEREAS the Minister wishes to provide, through this Agreement, a financial contribution to the Recipient for the purpose of the project Agreement on Exceptional Expenses Related to Policing for Saint Mary's First Nation, being more fully described in Annex A – Project Description (hereinafter referred to as "the Project").

THEREFORE, the Parties agree as follows:

1 DEFINITIONS

In this Agreement:

- 1.1** "Agreement" means this Contribution Agreement and includes all Annexes 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;
- 1.3** "Asset" means any asset(s) acquired by the Recipient with contribution funds provided under this Agreement or under a previous agreement funded by the same Program;
- 1.4** "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;

- 1.5** "Conflict of Interest" means a situation where a 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;
- 1.6** "Exceptional circumstances" means facts that support a finding where there would have been loss of a critical project resource or that the viability of the Project would have been jeopardized had the expenditures not been incurred prior to the signature of this Agreement;
- 1.7** "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;
- 1.8** "Fiscal Year" means the twelve-month period beginning April 1 of any year, and ending March 31 of the following year;
- 1.9** "In good standing" means the Recipient continues to meet all terms and conditions set out in this Agreement;
- 1.10** "In-kind contribution" means non-monetary resources provided by third parties and/or the Recipient to support the Project;
- 1.11** "Project" means the activities described in Annex A – Project Description to this Agreement; and
- 1.12** "Single Recipient Audit" means a coordinated approach to recipient auditing whereby an auditor representing some or all donors conducts a single recipient audit of a common recipient to verify compliance with terms and conditions of some or all funding agreements with that particular recipient.

2 EFFECTIVE DATE AND DURATION

This Agreement is effective on October 1, 2023 and, subject to termination, in accordance with all of the provisions contained in this Agreement, remains in effect until March 31, 2024. The Parties agree to a wrap-up period of 90 days after the expiry of this Agreement for the completion of reporting requirements and release of the final payment.

3 PURPOSE

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 subsection 5.4.
- 4.2** The Recipient agrees that the Minister's contribution only covers actual costs of the eligible expenditures described in Annex B – Approved Project Budget of this Agreement.
- 4.3** The Minister does 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 C – Reporting Requirements and Payment Schedule and

Annex B – Approved Project Budget, eligible expenditures must be incurred by the Recipient in the fiscal year they are allocated.

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, the Minister agrees to contribute up to a maximum amount of \$163,135.84 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;
- \$163,135.84 for Fiscal Year 2023-2024;
- totalling \$163,135.84 in funding provided by the Minister under this Agreement.
- 5.3** In support of the Project described in Annex A – Project Description, the Minister may, at its 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), only if the Minister was informed in writing by the Recipient prior to those expenditures occurring and if the Recipient has demonstrated to the satisfaction of the Minister that the facts surrounding those expenditures meet the definition of exceptional circumstances as defined in subsection 1.6.
- 5.4** Pre-execution expenditures approved under this Agreement must be incurred from October 1, 2023, to the last signature date of this Agreement.

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, territorial and municipal financial assistance) not exceeding one hundred percent (100%) of the Project's eligible costs;
- 6.2** it shall, without delay, inform the Minister 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, the Minister 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, as identified in Annex B – Approved Project Budget, with the following conditions:
- 7.1.1** within a current Fiscal Year, for a reallocation greater than twenty percent (20%) of the Minister's annual contribution for a Fiscal Year, the Recipient must, prior to reallocating the funds, obtain a written authorization from the Minister and the Parties shall amend this Agreement; or
- 7.1.2** within a current Fiscal Year, for a reallocation of five percent (5%) up to, and

including, twenty percent (20%) of the Minister's annual contribution for a Fiscal Year, the Recipient must include an explanation in the comment section of the cash flow statement.

- 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** The Minister 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** The Minister will issue a final payment at the end of this Agreement only when it is satisfied that the Recipient has complied with all the obligations under this Agreement.

9 FINANCIAL REPORTING

9.1 Cash Flow Statement

The Recipient shall provide a completed cash flow statement to the Minister in order to be reimbursed for expenditures incurred on the Project as per Annex C – Reporting Requirements and Payment Schedule. The Recipient may submit additional cash flows to seek more frequent payments based on the operational requirements of the Recipient in the delivery of the Project. 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 the Minister a final cash flow statement on the Project. The cash flow 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** All sources of funding for the Project, including any in-kind contributions as defined in subsection 1.10, 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 the Minister with non-financial reports as described in Annex C – Reporting Requirements and Payment Schedule, in the format prescribed by the Minister.
- 10.2** The Recipient shall provide the Minister with any additional information that the Minister deems 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 the Minister's contribution 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 the Minister'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 the Minister;

12.1.5 in the Minister'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 the Minister's opinion, there is likely to be a default, the Minister may, after giving written notice to the Recipient and if the Recipient 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.

12.3 The fact that the Minister 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 the Minister'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 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 the Minister's discretion in order to comply with any government decision that has an impact on the Program or its terms and conditions.

13.3 In the event of a proposed reduction or termination to the funding of the Program under subsections 13.1 or 13.2, the Minister may, after giving the Recipient a written notice of (30) thirty 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 the Minister a written notice, terminate this Agreement. Subject to the provisions contained in this Agreement, in the event that this Agreement is terminated, the obligations of both Parties will cease.

14 AUDIT

14.1 The Recipient agrees that the Minister may appoint independent auditors, at the Minister'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 the Minister and the consistent application of Generally Accepted Accounting Principles in the maintenance of financial and accounting records.

14.2 The Recipient provides consent for the Minister to cooperate and share information with other Government of Canada departments or agencies for the purpose of a Single Recipient Audit. Single Recipient Audits utilize a coordinated approach to recipient audits, whereby an auditor representing different departments or different programs within one department conducts a single audit of a common recipient to verify compliance with the provisions contained in some or all funding agreements.

14.3 The Recipient shall give access to its premises and make its materials and records related to the Project available to the Minister 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 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 the other Party;

15.2 by the Minister, if the Recipient has not remedied the default to the satisfaction of the Minister 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 the other Party, thirty (30) days upon receipt of a written notice of termination by the other 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 mediation. The Parties must bear the costs of mediation equally.

17 INDEMNIFICATION

The Recipient shall indemnify and save harmless the Minister and its 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 the Minister shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Minister or its employees or agents.

18 LIABILITY

The Recipient agrees that the Minister and its 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 the Minister 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 the Minister 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** the Minister 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

the Minister 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 the Minister, the expenditures cannot be substantiated.
- 21.3** Any amount to be repaid by the Recipient to the Minister under this Agreement is deemed a debt owed to the Crown. Said debt 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 of repayment and will be calculated in the manner set out in the *Interest and Administrative Charges Regulations*.
- 21.4** Reimbursements due to the Minister by the Recipient shall be made payable to the Receiver General for Canada.

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 1.10, 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 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 the Minister the licenses 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 the Minister 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 the Minister that any expenditure incurred by the Recipient prior to the effective date of this Agreement will not be reimbursed, unless Ministerial approval was granted under subsection 5.3.
- 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 the Minister, without delay, of any failure to do so;
- 22.3.2** disclose to the Minister, 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 available in both official languages.

23 DIRECT OR INDIRECT BENEFITS

No member of Parliament or current or former public office holder 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.). 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, the Minister is 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 the Minister in a manner satisfactory to the Minister.

26 PUBLIC ANNOUNCEMENT

The Recipient agrees that, with respect to this Agreement, a public announcement by the Minister 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, as requested by the Minister. The Recipient acknowledges that its name, the amount awarded, and the general nature of the activities supported may be made publicly available by the Minister.

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 the Minister 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 the Crown.

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 the Minister 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 the Minister, 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 the Minister'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 the Minister, 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 the Minister's contribution towards the eligible costs as set out in Annex B – Approved Project Budget; or
 - 29.2.3** retained or disposed of in such other manner as may be determined by the Minister.
- 29.3** In the event the Recipient and the Minister 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, 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 the Minister a royalty-free, permanent and non-exclusive license 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 days after it is sent; any notice mailed is deemed received eight (8) working days after it is mailed. It is the responsibility of the Recipient to inform the Minister, 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

Name Alicia Keating
 Title Assistant Director/City Treasurer
 Name of Organization City of Fredericton
 Full Address 397 Queen Street
 Fredericton, NB
 E3B 1B5
 Telephone 506-460-2064
 E-mail Alicia.Keating@Fredericton.ca

To the Minister

Name Steve Turgeon
 Title Regional Manager
 Name of Organization Public Safety Canada
 Full Address 485 Bishop Drive
 Fredericton, NB
 E3C 2M6
 Telephone 506-478-3760
 E-mail csp.atlantic-psc.atlantique@ps-sp.gc.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 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 undertakings.

The Minister may provide the Recipient with a revised Annex C – Reporting Requirements and Payment Schedule at any time by giving a thirty (30) days' notice to the Recipient in writing.

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

35 AMENDMENTS

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.

36 GOVERNING LAW

This Agreement must be governed in accordance with the applicable laws in New Brunswick.

37 PREVAILING LANGUAGE

The Parties agree that the language of the version of this Agreement containing duly executed original signatures will be the prevailing version for interpretation in the event of inconsistencies with translated versions.

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

The City of Fredericton

Kate Rogers, Mayor

signed on

City Clerk

signed on

For the Minister

Adrian Walraven, Director General
Indigenous Affairs Branch

signed on

The Fredericton Police Force, as represented by the Chief of Police or his designate, hereby acknowledges the terms and conditions of this Agreement.

Chief of the Fredericton Police Force

signed on

**ANNEX A
PROJECT DESCRIPTION**

Project Overview
The City of Fredericton will purchase a police vehicle and equipment for the Fredericton Police Force to enhance their capacity to provide policing services that are professional, dedicated, and culturally responsive to St. Mary's First Nation.
Work Plan
<p>This project includes the following activities:</p> <ul style="list-style-type: none"> - purchase of a Ford Explorer police vehicle; - purchase and installation of associated equipment for the vehicle, including carbine, radios, and cameras; and - purchase and installation of cameras for a new satellite office located in the community. <p>All purchases and installations will be completed by March 31, 2024.</p>
Expected Outcomes
<p>Immediate</p> <ul style="list-style-type: none"> • St. Mary's First Nation has access to dedicated and professional policing services. <p>Intermediate</p> <ul style="list-style-type: none"> • Policing services are responsive to the needs and culture of St. Mary's First Nation. <p>Ultimate</p> <ul style="list-style-type: none"> • A sustained reduction of police reported crime over time.
Official Languages
Assessments conducted during the development stage of the project have ensured additional supports, if necessary, have been considered and the necessary requirements under the Official Languages Act are being respected. Communication and services will not be required in both official languages for this project or with First Nation governments under this Agreement.

**ANNEX B
APPROVED PROJECT BUDGET
Revenues for Fiscal Year
2023-24**

Project Title: Agreement on Exceptional Expenses Related to Policing for Saint Mary's First Nation

Government Funding (municipal, provincial, territorial and federal)	Amount
Public Safety Canada	\$163,135.84
Subtotal – Cash	\$163,135.84
Subtotal – In-kind	\$0.00
Total Government Funding	\$163,135.84
Non-government Funding	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
Total Non-government Funding	\$0.00
Total Revenues	\$163,135.84

**Eligible Expenses for Fiscal Year
2023-24**

Project Title: Agreement on Exceptional Expenses Related to Policing for Saint Mary's First Nation

Expense Categories	Public Safety Canada Funding	Other Government Funding	Non Government Funding	Total
Equipment, supplies and materials	\$163,135.84			\$163,135.84
Subtotal – Cash	\$163,135.84	\$0.00	\$0.00	\$163,135.84
Subtotal – In-kind		\$0.00	\$0.00	\$0.00
Total Expenditure	\$163,135.84	\$0.00	\$0.00	\$163,135.84

**ANNEX C
REPORTING REQUIREMENTS AND PAYMENT SCHEDULE**

Progress Payments		
Initial Fiscal Year Payment(s)		
Period Covered	Reporting Due Dates	Required Documents
Agreement start date to March 31	April 30	<ul style="list-style-type: none"> • Cash flow statement (actuals for Q3, Q4) • Non-financial report (Q3, Q4)
Final Payment		
No holdback	Per section 2 of this Agreement	<ul style="list-style-type: none"> • Final cash flow statement • Final non-financial report

**ANNEX D
CASH FLOW TEMPLATE**

CASHFLOW STATEMENT																	
File Identification (Project number, Region, ...other) (Financial)				Type of Funding			Recipient Name						Project / Program Title			Fiscal Year	
REVENUES				Combined REVENUES Quarter / Period April-June			Combined REVENUES Quarter / Period July-September			Combined REVENUES Quarter / Period October-December			Combined REVENUES Quarter / Period January-March			Total Fiscal Year	
Funding Source	Total Funding	Forecast revenue	Actual Revenues (AR from previous FY)	Variance	Forecast revenue	Actual Revenues	Variance	Forecast revenue	Actual Revenues	Variance	Forecast revenue	Actual Revenues	Variance	Total Actual Revenues	Variance- Remaining Funding	Gov approved Stacking	
Public Safety Canada Funding	0.00			0.00			0.00			0.00			0.00	0.00	0.00		
Other Government Funding (Provincial, Municipal and Territorial) (Financial)				0.00			0.00			0.00			0.00	0.00	0.00	n/a	
Other Government Funding (Provincial, Municipal and Territorial) (In Kind)				0.00			0.00			0.00			0.00	0.00	0.00		
Total Other Funding Sources (Financial)				0.00			0.00			0.00			0.00	0.00	0.00	Gov Actual Stacking	
Total Other Funding Sources (In-Kind)				0.00			0.00			0.00			0.00	0.00	0.00		
Total Project 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	n/a	
Expenditure Categories as identified in Program Terms and Conditions				Combined Expenditures Q1			Combined Expenditures Q2			Combined Expenditures Q3			Combined Expenditures Q4			Total Fiscal Year	
Public Safety Total Funding	All other Income Total Funding + Incr	Total Annual Project Budget	Total Project Forecast	Total Project Actual Expenditures	PS Actual Expenditures	Total Project Forecast	Total Project Actual Expenditures	PS Actual Expenditures	Total Project Forecast	Total Project Actual Expenditures	PS Actual Expenditures	Total Project Forecast	Total Project Actual Expenditures	PS Actual Expenditures	PS Accumulated Actual Expenditures	Total project Accumulated Actual Expenditures	Accumulated PS Variance
		0.00													0.00	0.00	0.00
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
Comments:																	
Attestation by Recipient: Certified Financial Officer (CFO) or Authorized Official								Attestation by Program Officer									
I hereby certify that the attached Itemized Statement of Revenues and Expenditures presents fairly the revenues received and the expenditures incurred by the Recipient for the period specified. Public Safety and Emergency Preparedness Canada may at any time request supporting documents for audit purposes.								I have examined the expense claimed for reimbursement and I certify that they correspond to the eligible expenditures listed in the Contribution Agreement and do not exceed the maximum authorized for each category as stipulated in the Terms and Conditions of the Program.									
Signature : (print name and sign)								Signature : (print name and sign)									
Date:								Date:									
Note: *Accruals (not allowed) *Capital Assets Greater Than \$5,000 are normally not part of most PS Program Terms and Conditions, however, in the event that an eligible expense category allows for Capital Assets greater than \$5,000 the amount of the asset(s) must be identified and further accounts to reconcile these expenses are to be pursued, referent your Agreement and the Policy on Transfer Payments for further instructions.																	

**ANNEX E
NON-FINANCIAL REPORT TEMPLATE**

IDENTIFICATION					
Project Title :					
Project Number :					
Recipient Name :					
Name of Program Officer :					
Prepared by :		E-mail:			
Fiscal Year :		i.e. 2023-2024	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					
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.)					

SECTION 5 : BUDGET/WORKPLAN CHANGES FOR THE UPCOMING PERIOD

Do you expect any changes to the budget or workplan outlined in the agreement for the upcoming period?

- No
- Yes. If yes, please describe changes needed to:
 - Agreement Workplan (Annex A):
 - Agreement Budget (Annex B):

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.

SECTION 6 : OTHER INFORMATION

Is there any other information about your project that you want to share with us?
(successes, challenges, and lessons learned)

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**

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 (Add more outcomes as necessary)				
SECTION 4 : PARTNERSHIPS				
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.)				
(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: _____