

**AMENDMENT NUMBER 3  
TO THE AGREEMENT ON THE PROVISION OF POLICING SERVICES  
IN THE COMMUNITY OF GESGAPEGIAG  
FOR THE PERIOD FROM APRIL 1<sup>ST</sup> 2018 TO MARCH 31<sup>ST</sup> 2023**

**BETWEEN:**           **MICMACS OF GESGAPEGIAG BAND COUNCIL**  
represented by the Chief  
(hereinafter referred to as the “Council”)

**AND:**               **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
represented by the Minister of Public Safety and Emergency Preparedness  
(hereinafter referred to as “Canada”)

**AND:**               **THE GOUVERNEMENT DU QUÉBEC**  
represented by the sous-ministre de la Sécurité publique  
(hereinafter referred to as “Québec”)  
  
(hereinafter collectively referred to as the “Parties”)

**PREAMBLE**

**WHEREAS** the Parties entered into an Agreement on October 4<sup>th</sup>, 2018, entitled Agreement on the Provision of Policing Services in the Community of Gesgapegiag for the period from April 1<sup>st</sup>, 2018 to March 31<sup>st</sup>, 2023 (hereinafter referred to as the "Agreement");

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

**WHEREAS** the Parties wish to amend again the Agreement, in accordance with subsection 6.3 of this Agreement, to add non-recurring exceptional funding in light of the specific situation resulting from the COVID-19 pandemic response to cover expenses for the period from April 1, 2021 to March 31, 2022;

**WHEREAS** this funding is distinct from the funding for policing operating costs set out in Schedule A of the Agreement and covers the expenditure eligibility period from April 1, 2021 to March 31, 2022;

**CONSEQUENTLY**, the Parties agree as follows:

1. The preamble and Schedule A form an integral part of this Amendment.
2. All terms and conditions of the Agreement remain unchanged except as provided in this Amendment.
3. Subparagraph 4.2.1 b) of the Agreement is replaced by the following :
  - b) in accordance with the budget set out in Schedule A of this Agreement, at :
    - \$ 577,217 for Fiscal Year 2018-2019;
    - \$ 593,090 for Fiscal Year 2019-2020;
    - \$ 980,288.29 for Fiscal Year 2020-2021, of which a maximum of \$ 222,616.29 is for expenditures related to COVID-19;
    - \$ 934,530.72 for Fiscal Year 2021-2022, of which a maximum of \$ 156,022.72 is for expenditures related to COVID-19;
    - \$ 799,917 for Fiscal Year 2022-2023;totaling \$ 3,885,043.01 for the agreement as a whole.

4. Subparagraph 4.2.2 d) of the Agreement is replaced by the following :
  - d) For Fiscal Year 2021-2022 :

\$485,955.81 for Canada, of which a maximum of \$81,131.81 is for expenditures related to COVID-19;

\$448,574.91 for Québec, of which a maximum of \$74,890.91 is for expenditures related to COVID-19.

Payments covering expenditures related to COVID-19 provided for in paragraph 4.2.2 shall be made only after verification and approval by Canada and Québec of the supporting documents submitted by the community in support of the eligible expenditures presented in Table 2 of Schedule A with the exception of risk premiums.
5. Subparagraph 4.2.3 b) of the Agreement is replaced by the following :
  - b) For expenditures specifically related to the COVID-19 response, incurred exclusively during the Fiscal Year in which the funding was provided (Schedule A - Table 2), the Council may reallocate funds between budget items only if they are still related to the COVID-19 response, without authorization or preparing an amended budget, when the reallocation is equal or less than twenty per cent (20%) of the annual contribution related to the COVID-19 response.
6. Paragraph 4.5.3 of the Agreement is replaced by the following:

4.5.3 For the Fiscal Years in which the funding was granted for expenditures related to the COVID-19 response, any portion of this amount that is not spent on expenditures related to COVID-19 by the end of the intended Fiscal Year is considered an overpayment and subsections 4.10 and 4.11 apply to this overpayment. Notwithstanding subsection 4.5, no portion of this amount may be carried forward to a subsequent Fiscal Year.
7. Subparagraph 4.8.1 a) of the Agreement is replaced by the following :
  - a) maintain separate accounting records, clearly identifying revenues and expenditures for the provisions of policing services, and separately, those specifically related to the COVID-19 response for the Fiscal Year in which the funding was provided;
8. Subparagraph 4.9.2 b) of the Agreement is replaced by the following :
  - b) they include in particular an income and expense statement for all the funding received and expenses incurred for the delivery of policing services, and separately, those specifically related to the COVID-19 response for the Fiscal Year in which funding was provided;
9. Fiscal Year 2021-2022 of Schedule A of the Agreement is replaced by Schedule A attached to this Amendment.
10. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Each party will receive all signed copies; it being understood that all Parties need not sign the same counterparts.
11. The exchange of copies of this Amendment and of signature pages by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes.

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

**FOR THE COUNCIL,**

\_\_\_\_\_  
CHIEF 

March 30 - 22  
Signed on

**FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**

\_\_\_\_\_  
DIRECTOR, COMMUNITY SAFETY PROGRAMS  
PUBLIC SAFETY CANADA

\_\_\_\_\_  
Signed on

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

**FOR THE COUNCIL,**

\_\_\_\_\_  
CHIEF

\_\_\_\_\_  
Signed on

**FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**



Digitally signed by Furi, Megan O  
Date: 2022.03.29 16:20:32 -04'00'

\_\_\_\_\_  
DIRECTOR, COMMUNITY SAFETY PROGRAMS  
PUBLIC SAFETY CANADA

\_\_\_\_\_  
Signed on

**FOR THE GOUVERNEMENT DU QUÉBEC,**

  
\_\_\_\_\_  
THE SOUS-MINISTRE  
DE LA SÉCURITÉ PUBLIQUE

2022-03-29

\_\_\_\_\_  
Signed on

**Schedule A  
Police Service Budget**

**Table 1: Police Service Budget 2021-2022 including response to COVID-19**

**Revenues for Fiscal Year 2021-2022**

Agreement on the Provision of Policing Services in the Community of Gesgapegiag

<b>Government Funding</b>	<b>Amount</b>
Public Safety Canada	\$485,955.81
Province of Quebec/Gouvernement du Québec	\$448,574.91
Subtotal – Cash	\$934,530.72
<b>Total Government Funding</b>	<b>\$934,530.72</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	\$0.00
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$934,530.72</b>

**Eligible Expenses for Fiscal Year 2021-2022**

Agreement on the Provision of Policing Services in the Community of Gesgapegiag

<b>Detailed Eligible Expenditures by Category</b>	<b>Eligible Expenditures</b>			
	<b>Public Safety Canada Funding</b>	<b>Gouvernement du Québec Funding</b>	<b>Non Government Funding and other</b>	<b>Total</b>
Administrative expenses	\$4,420.00	\$4,080.00		\$8,500.00
Employee travel	\$5,980.00	\$5,520.00		\$11,500.00
Insurance	\$1,300.00	\$1,200.00		\$2,500.00
IT and communications equipment	\$10,920.00	\$10,080.00		\$21,000.00
Pay and benefits	\$404,347.92	\$373,245.02		\$777,592.94
Police equipment	\$18,895.89	\$17,441.89		\$36,337.78
Police facility costs	\$6,812.00	\$6,288.00		\$13,100.00
Policing infrastructure expenditures	\$6,760.00	\$6,240.00		\$13,000.00
Prisoners' keep and escorts	\$1,820.00	\$1,680.00		\$3,500.00
Training and recruitment	\$5,200.00	\$4,800.00		\$10,000.00
Transportation expenses and related equipment	\$19,500.00	\$18,000.00		\$37,500.00
Subtotal – Cash	\$485,955.81	\$448,574.91	\$0.00	\$934,530.72
<b>Total Expenditures:</b>	<b>\$485,955.81</b>	<b>\$448,574.91</b>	<b>\$0.00</b>	<b>\$934,530.72</b>

Cash: actual dollar value or revenues/funding received

**Table 2: Additional Amounts Exceptionally Granted in 2021-2022  
for the COVID-19 Response**

**Revenues for Fiscal Year 2021-2022**

Agreement on the Provision of Policing Services in the Community of Gesgapegiag

<b>Government Funding</b>	<b>Amount</b>
Public Safety Canada	\$81,131.81
Gouvernement du Québec	\$74,890.91
Subtotal – Cash	\$156,022.72
<b>Total Government Funding</b>	<b>\$156,022.72</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	\$0.00
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$156,022.72</b>

**Eligible Expenses for Fiscal Year 2021-2022**

Agreement on the Provision of Policing Services in the Community of Gesgapegiag

<b>COVID-19 Detailed Eligible Expenditures by Category</b>	<b>Eligible Expenditures</b>			
	Public Safety Canada Funding	Gouvernement du Québec Funding	Non- Government Funding and other	Total
Pay and benefits excluding risk premiums	\$68,911.92	\$63,611.02	\$0.00	\$132,522.94
Police equipment	\$12,219.89	\$11,279.89	\$0.00	\$23,499.78
Subtotal – Cash	\$81,131.81	\$74,890.91	\$0.00	\$156,022.72
<b>Total Expenditures:</b>	<b>\$81,131.81</b>	<b>\$74,890.91</b>	<b>\$0.00</b>	<b>\$156,022.72</b>