

**AMENDMENT NUMBER 1
INTERIM AGREEMENT ON THE PROVISION OF POLICING SERVICES
IN THE NASKAPI VILLAGE OF KAWAWACHIKAMACH
FOR THE PERIOD FROM APRIL 1ST, 2018 TO MARCH 31ST, 2023**

BETWEEN: **THE NASKAPI VILLAGE OF KAWAWACHIKAMACH**
 represented by the Mayor
 (hereinafter referred to as the "Municipality")

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 ministre de la Sécurité publique, the ministre responsable
 des Affaires autochtones and the ministre responsable des Relations
 canadiennes et de la Francophonie canadienne, respectively acting by the
 sous-ministre de la Sécurité publique, the secrétaire général associé aux
 Affaires autochtones and the secrétaire général associé aux Relations
 canadiennes
 (hereinafter referred to as "Québec")

(hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Parties entered into an Agreement on July 12th, 2018, entitled Interim agreement on the provision of policing services in the Naskapi Village of Kawawachikamach for the period from April 1st, 2018 to March 31st, 2023 (hereinafter referred to as the "Agreement");

WHEREAS the Parties wish to amend the Agreement, in accordance with subsection 6.2 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, 2020 to March 31, 2021;

WHEREAS this funding is distinct from the funding for policing operating costs set out in paragraph 4.2.2 of the Agreement and covers the expenditure eligibility period from April 1, 2020 to March 31, 2021;

WHEREAS Canada shall provide its share of the funding contribution provided for in this Amendment in accordance with the First Nations Policing Services Program (FNPP) and in accordance with its policies and procedures;

CONSEQUENTLY, the Parties agree as follows:

1. The preamble and Schedules A and A.1 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 4.2.2.1 is added as follows:

As stipulated in paragraph 4.2.8, additional funding is granted exceptionally for expenditures incurred by the Naskapi Police Force due to COVID-19 for Fiscal Year 2020-2021. This funding is distinct from the funding for policing operating costs set out in paragraph 4.2.2.

4. Paragraph 4.2.8 is added to the Agreement:

4.2.8 Funding for expenditures related to COVID-19 for Fiscal Year 2020-2021

For Fiscal Year 2020-2021, exceptional funding, distinct from the funding set out in paragraph 4.2.2, is granted to cover additional expenditures, for the Naskapi Police Force, related to COVID-19. The maximum amount of this additional funding is \$108,035 for Fiscal Year 2020-2021 (Schedule A.1). The respective contributions of Canada and Québec are established according to the following ratio: fifty-two percent (52%) for Canada and forty-eight percent (48%) for Québec.

For Fiscal Year 2020-2021 :

\$56,178.20 for Canada;
\$51,856.80 for Québec.

Payments covering expenditures related to COVID-19 provided for in this paragraph shall be made only after verification and approval by Canada and Québec of the supporting documents submitted by the Municipality in support of the eligible expenditures presented in Schedule A.1.

5. Paragraph 4.5.1 of the Agreement is replaced by the following:

4.5.1 The carryover of unexpended funding is subject to following terms and conditions:

- a) any unexpended funding remaining at the end of a fiscal year may be carried over to the next fiscal year, with the exception of expenditures related to COVID-19, upon request in writing by the Municipality to Canada and Québec, without affecting the level of the payments by Canada and Québec under this Agreement for that subsequent Fiscal Year;
- b) any unexpended funding remaining at the end of the last Fiscal Year covered by this Agreement may be carried over to the first Fiscal Year of the subsequent agreement, with the written approval of Canada and Québec, without affecting the level of the payments by Canada and Québec under this Agreement for that subsequent Fiscal Year;
- c) any unexpended funding remaining upon expiry of this Agreement, unless renewed, constitutes a debt due to Canada and to Québec and shall be reimbursed to Canada and Québec in proportion to their initial contributions as set out in paragraph 4.2.2;
- d) the request shall describe how the Municipality plans to use the unexpended funding and include any information required by Canada and Québec, and shall be presented in accordance with their requirements (see Schedule "B" - Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding); and
- e) unexpended funding carried over in this manner shall be used exclusively to deliver the agreed policing services in the Community. Such unexpended funding shall be clearly identified in the financial reports provided by the Municipality.
- f) For Fiscal Year 2020-2021, no portion of the maximum amount of \$108,035 granted for additional expenditures related to COVID-19, as stipulated in paragraph 4.2.8, may be carried forward to a subsequent Fiscal Year.

6. Subparagraph 4.8.1 b) of the Agreement is replaced by the following :

- 4.8.1 b) maintain separate accounting records or a separate chart of accounts clearly identifying revenues and expenses for each related to the operations of the Naskapi Police Force, and distinctively, for the funding related to COVID-19 expenditures in Fiscal Year 2020-2021;

7. Paragraph 4.9.2 of the Agreement is replaced by the following :

4.9.2 Within thirty (30) days following the end of each quarter in a fiscal year, the Municipality shall provide Canada and Québec with the updated cash flow statement provided for in paragraph 4.3.1, including the income and expense statement for the previous quarter and projections for upcoming quarters, presented in accordance with their requirements, and distinctively, for the funding related to COVID-19 expenditures in Fiscal Year 2020-2021;

8. Schedule A.1 attached to this Amendment is added to the Agreement.

9. 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, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

10. 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 MUNICIPALITY,



THE MAYOR

March 26, 2021
Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,



DIRECTOR, COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA

March 17, 2021
Signed on

FOR THE GOUVERNEMENT DU QUÉBEC,

[Redacted Signature]

THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

25 MARS 2021

Signed on

AND

[Redacted Signature]

THE MINISTRE RESPONSABLE DES
AFFAIRES AUTOCHTONES

March 29 2021

Signed on

AND

[Redacted Signature]

THE MINISTRE RESPONSABLE DES
RELATIONS CANADIENNES ET DE LA
FRANCOPHONIE CANADIENNE

April 30th 2021

Signed on

SCHEDULE A.1
ADDITIONAL AMOUNTS EXCEPTIONALLY GRANTED IN 2020-2021
FOR THE COVID-19 RESPONSE

Description	Costs
Pay and benefits	\$ 72,835
Transportation expenses and related equipment	\$ 35,200
Total	\$ 108,035

