

**AMENDMENT NUMBER 1 TO THE AGREEMENT
CONCERNING THE FUNDING OF THE EYYOU-EENOU POLICE FORCE
FOR THE 2018-2019 TO 2027-2028 FINANCIAL YEARS**

BETWEEN: **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 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 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, c. G-1.031, as represented by its Chair,
(hereinafter designated "Cree Nation Government")

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

(Individually, a "Party" and collectively, the "Parties")

PREAMBLE

WHEREAS the Parties have concluded an Agreement which came into force on April 1st, 2018, entitled *Agreement concerning the funding of the Eeyou-Eenou Police Force for the 2018-2019 to 2027-2028 financial years* (hereinafter the "Original Agreement");

WHEREAS the Parties wish to amend the Original Agreement in conformity with its subsection 7.3;

WHEREAS the purpose of this Amendment is to add distinct funding, namely apart from operations funding under the Original Agreement, for certain major capital infrastructure projects for the Eeyou-Eenou Police (EPPF) Force, and proposed to be undertaken in the course of this Agreement, provided between April 1st, 2020 and March 31st, 2025;

CONSEQUENTLY, the Parties agree as follows :

1. The Preamble forms an integral part of this Amendment;
2. All terms and conditions of the Original Agreement remain unchanged except as provided in this Amendment.
3. The 9th to 12th Whereas clauses within the Preamble of the Original Agreement are replaced by the following:

WHEREAS the Parties agree that this Agreement is concluded without prejudice to the position of Parties with respect to funding for the transportation of accused persons, and that this Agreement cannot be invoked as a precedent or as an admission or argument of any kind.

4. Subsection 1.12 is added to the Original Agreement :

1.12 "Major Capital Infrastructure": includes the capital asset projects, meant to repair, expand, improve or build administrative or operational buildings and telecommunication systems, used by EPPF in relation to the delivery of police services.

5. Subsection 2.3 of the Original Agreement is replaced by the following :

2.3 **Schedules 1 and 3**

Schedules 1 and 3 to this Agreement do not form part of this Agreement and are provided for reference purposes only. Schedule 1 sets out extracts of the Act respecting the Cree Nation Government, CQLR. c. G-1.031 while schedule 3 presents the major capital infrastructure projects list planned by the Cree Nation Government.

6. Subsection 3.1 of the Original Agreement is replaced by the following:

3.1 **Operations Funding for 2018-2019 Financial Year**

The annual operations funding provided by Canada and Québec for the 2018-2019 Financial Year pursuant to this Agreement is determined in accordance with the following formula rounded to three decimals :

$$\text{2018-2019 Funding} = \$19,695,927 \text{ multiplied by } \left(1 + \frac{\text{CPI December 2017} - \text{CPI December 2016}}{\text{CPI December 2016}} \right)$$

Where :

“CPI” represents the Consumer Price Index for Quebec as determined by Statistics Canada (catalogue 62-001-X Table 10 until April 2018 and Table 18-10-0004-01 as of May 2018).

The operations funding for the 2018-2019 Fiscal Year provided by Canada and Québec is established at \$20,050,453.69. Their respective contribution at fifty-two per cent (52%) for Canada and forty-eight per cent (48%) for Québec are:

\$10,426,235.92 for Canada;

\$9,624,217.77 for Québec.

7. Subsection 3.6 of the Original Agreement is replaced by the following :

3.6 The Major Capital Infrastructure Funding

The Major Capital Infrastructure funding is established to a total of \$30,859,481.00 to be paid over a five (5) year period, by Québec and Canada to the Cree Nation Government, in order to implement the EEPF Capital Plan. Pursuant to the present section, the funding for Major Capital Infrastructure will be allocated by the Cree Nation Government as deemed necessary to address their Major Capital Infrastructure needs (Schedule 3).

The annual contributions of Canada and Québec shall be established, for each fiscal, year in accordance with the following ratio: fifty-two per cent (52%) for Canada and forty-eight per cent (48%) for Québec.

For each fiscal year, the respective contributions of Canada and Québec shall be:

a) for Fiscal Year 2020-2021:

\$3,209,386 for Canada;

\$2,962,510 for Québec.

b) for Fiscal Year 2021-2022:

\$3,209,386 for Canada;

\$2,962,510 for Québec.

c) for Fiscal Year 2022-2023:

\$3,209,386 for Canada;

\$2,962,510 for Québec.

d) for Fiscal Year 2023-2024:

\$3,209,386 for Canada;

\$2,962,510 for Québec.

e) for Fiscal Year 2024-2025:

\$3,209,386 for Canada;

\$2,962,510 for Québec.

For a total of:
\$16,046,930 for Canada;
\$14,812,550 for Québec.

8. Subsection 3.7 of the Original Agreement is repealed.

9. The following paragraph 4.1.1 is added to the Original Agreement :

4.1.1 In addition, the costs related to Major Capital Infrastructure undertaken with the funding provided by Canada and Québec in this Agreement, to be used in accordance with subsection 3.6, are eligible costs.

10. Subsection 4.2 of the Original Agreement is replaced by the following :

4.2 Costs Associated with Training and Upgrading

For greater certainty, the eligible costs for which the funding provided by Canada and Québec pursuant to this Agreement include the salaries and benefits of police officers and their travel and tuition expenses while following training, upgrading or ongoing improvement at the ENPQ 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, cégep or other similar education institution dispensing education services to the general public.

11. Paragraph 5.2 a) of the Original Agreement is replaced by the following :

5.2 a) maintain separate accounting records or a separate chart of accounts clearly identifying revenues and expenses distinctively for each of the operations funding and the Major Capital Infrastructure funding of the EEPF;

12. Paragraph 5.2 d) of the Original Agreement is replaced by the following :

5.2 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 Cree Nation Government from Canada and Québec pursuant to this Agreement in that Financial Year and prepared by an independent and qualified accountant. The audited financial statements should include an auditor's report, a distinct balance sheet, a statement of cash flows, a distinct revenues and expenditures statement for the operations funding and for the Major Capital Infrastructure funding and notes to the financial statements.

13. Subsections 6.1 and 6.2 of the Original Agreement are replaced by the following :

6.1 Insurance

The Cree Nation Government shall subscribe to and maintain in force insurance to cover the activities of the EEPF, its police officers and its other employees, officials or agents involved in police activities, in the management of the EEPF, or in the

construction, building, maintenance and management of Major Capital Infrastructure. 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 Cree Nation Government under this Agreement.

6.2 Proof of Insurance

The Cree Nation Government 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 renewal or amendment of the insurance contract for each Financial Year during the term of this Agreement. The Cree Nation Government must notify in such timeframe Canada and Québec should the insurer cancel the insurance.

14. Subsection 7.9 of the Original Agreement is replaced by the following :

7.9 Successor Agreement

No later than April 1st, 2027, the Parties shall meet in order to negotiate a successor agreement to this Agreement.

If a successor agreement has not been concluded by March 31st, 2028, all provisions of this Agreement, except sub-sections 3.6 and 4.1.1, shall continue in force for a further fiscal year after March 31st, 2028 or for such length of time as the Parties may agree through an exchange of letters.

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

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

January 29, 2021

Date

By:

Director, Programs,
Public Safety Canada

The GOUVERNEMENT DU QUÉBEC

2021-03-22

Date

By:

The sous-ministre de la Sécurité publique

16 mars 2021

Date

By:

The secrétaire général associé aux Affaires autochtones

Date

By:

The secrétaire général associé aux Relations canadiennes

The CREE NATION GOVERNMENT

2-17-21

Date

By:

Chair

The GRAND COUNCIL OF THE CREES (EEYOU ISTCHEE)

2-5-21

Date

By:

Deputy Grand Chief

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

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

January 29, 2021

Date

By:

Director, Programs,
Public Safety Canada

The GOUVERNEMENT DU QUÉBEC

2021-03-22

Date

By:

The sous-ministre de la Sécurité publique

Date

By:

The secrétaire général associé aux Affaires autochtones

2021-03-18

Date

By:

The secrétaire général associé aux Relations canadiennes

The CREE NATION GOVERNMENT

2-17-21

Date

By:

Chief

The GRAND COUNCIL OF THE CREES (EEYOU ISTCHEE)

2-5-21

Date

By:

Deputy Grand Chief

SCHEDULE 3 – MAJOR CAPITAL INFRASTRUCTURE PROJECTS LIST

Description	Capital Cost
Renovation of EEPF Buildings	
Whapmagoostui Detachment	\$1,154,219
Wemindji Detachment	\$935,161
Eastmain Detachment	\$1,021,250
Nemaska Detachment	\$1,052,125
Waswanipi Detachment	\$666,000
New Detachments	
Chisasibi	\$8,500,000
Oujé-Bougoumou	\$6,000,000
Expansion of Detachments	
Whapmagoostui	\$825,000
Wemindji	\$630,000
Nemaska	\$630,000
Waswanipi	\$565,000
Garage / warehouse	
Eastmain Detachment	\$325,000
Waswanipi Detachment	\$300,000
Paving of Parking	
Whapmagoostui Detachment	\$300,000
Wemindji Detachment	\$250,000
Nemaska Detachment	\$225,000
Waswanipi Detachment	\$175,000
Telecommunication System	
CSPQ RENIR	\$6,785,000
Interconnection of EEPF Phone	\$520,726
Total	\$30,859,481