

AMENDMENT NUMBER 2
TO THE 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
(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, 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 6.2 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 1st, 2021 to March 31st, 2022;

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 1st, 2021 to March 31st, 2022;

CONSEQUENTLY, the Parties agree as follows:

1. The preamble and Schedule 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 of the Agreement is replaced by the following :
 - 4.2.2.1 As stipulated in paragraph 4.2.8, additional funding is granted exceptionally for expenditures incurred by the police service of the Naskapi Village of Kawawachikamach due to COVID-19 for Fiscal Years set out in paragraph 4.2.8. This funding is distinct from the funding for policing operating costs set out in paragraph 4.2.2.

4. Paragraph 4.2.3 of the Agreement is replaced by the following :

4.2.3 a) The Municipality shall respect the budget set out in Schedule A (Police Service Budget). However, it may reallocate funds between budget items, without authorization or preparing an amended budget, when the reallocation is equal or less than twenty per cent (20%) of the annual contribution, with the exception of expenditures specific to COVID-19, the terms of which are described in subparagraph 4.2.3 b);

b) For expenditures specifically related to the COVID-19 response, incurred exclusively during the Fiscal Year in which the funding was provided (Schedule A.1), the Municipality 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.

5. Paragraph 4.2.8 of the Agreement is replaced by the following :

4.2.8 Funding for expenditures related to COVID-19

For the following Fiscal Years, exceptional funding, distinct from the funding set out in paragraph 4.2.2, is granted to cover additional expenditures, for the police service of the Naskapi Village, related to COVID-19.

For Fiscal Year 2020-2021 : additional maximum amount of \$108,035;

For Fiscal Year 2021-2022 : additional maximum amount of \$46,407.49.

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.

For Fiscal Year 2021-2022 :

\$24,131.89 for Canada;

\$22,275.60 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.

6. Subparagraph 4.5.1 f) of the Agreement is replaced by the following:

f) For Fiscal Years in which funding has been granted for additional expenditures related to COVID-19, no amount, as stipulated in paragraph 4.2.8, may be carried forward to a subsequent Fiscal Year.

7. Subparagraphs 4.8.1 b) and e) of the Agreement are replaced by the following :

4.8.1 b) 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;

e) within four (4) months following the end of each Fiscal Year of this Agreement, provide to Canada and to Quebec an audited financial statement which includes 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. The audited financial statement must be prepared by an independent and qualified accountant and contain an auditor's report, a balance sheet, a

statement of cash flows plus a revenues and expenditures statement and notes to the financial statements.

8. 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 Quebec 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.

9. Schedule A.1 of the Agreement is replaced by Schedule A.1 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 MUNICIPALITY,



THE MAYOR


30 March 2022

Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

Gilbert, Anne

DIRECTOR, COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA

 Digitally signed by Gilbert, Anne
Date: 2022.03.15 21:12:35 -04'00'

Signed on

statement of cash flows plus a revenues and expenditures statement and notes to the financial statements.

8. 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 Quebec 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.

9. Schedule A.1 of the Agreement is replaced by Schedule A.1 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 MUNICIPALITY,

THE MAYOR

Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

DIRECTOR, COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA

 Digitally signed by Gilbert, Anne
Date: 2022.03.15 21:12:35 -04'00'

Signed on

FOR THE GOUVERNEMENT DU QUÉBEC,



THE MINISTRE
DE LA SÉCURITÉ PUBLIQUE

2022-03-28

Signed on

and

THE MINISTRE RESPONSABLE
DES AFFAIRES AUTOCHTONES

Signed on

and

THE MINISTRE RESPONSABLE DES
RELATIONS CANADIENNES ET DE LA
FRANCOPHINE CANADIENNE

Signed on

FOR THE GOUVERNEMENT DU QUÉBEC,

THE MINISTRE
DE LA SÉCURITÉ PUBLIQUE

Signed on

and



THE MINISTRE RESPONSABLE
DES AFFAIRES AUTOCHTONES

March 28th 2022
Signed on

and



THE MINISTRE RESPONSABLE DES
RELATIONS CANADIENNES ET DE LA
FRANCOPHINE CANADIENNE

March 29th 2022
Signed on

SCHEDULE A.1

**MAXIMAL ADDITIONAL AMOUNTS EXCEPTIONALLY GRANTED
FOR THE COVID-19 RESPONSE**

1. Fiscal Year 2020-2021

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

2. Fiscal Year 2021-2022

Description	Coûts
Expenses related to employee travel to and from remote locations	\$ 22,781.77
Expenses related to prisoners' keep and escorts	\$ 23,625.72
Total	\$ 46,407.49