

**AMENDMENT NUMBER 1
TO THE AGREEMENT ON THE FUNDING OF POLICING INFRASTRUCTURE
IN THE COMMUNITY OF KEBAOWEK**

- AMONG:** **KEBAOWEK FIRST NATION**
 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 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 March 18, 2021, entitled Agreement on the Funding of Policing Infrastructure in the Community of Kebaowek (hereinafter referred to as the “Original Agreement”);

WHEREAS on March 13th, 2020, the Government du Québec had declared a state of health emergency which in consequence delayed the construction project of the policing infrastructure in the community of Kebaowek, including various measures put in place in order to prevent the spread of COVID-19, delays caused by a halt in the work of this industry for several months, and the shortage and costs of materials;

WHEREAS the Parties wish to amend the Original Agreement in conformity with subsection 6.3 of the Agreement;

WHEREAS this Amendment aims to provide an increase in funding, to modify the budget allocation per year and category of expenditures and to modify the end of work date;

CONSEQUENTLY, the Parties agree as follows:

1. The Preamble and Schedule A, B, and C form an integral part of this Amendment.
2. All terms and conditions of the Original Agreement remain unchanged except as provided in this Amendment.
3. Paragraph 3.1.1 of the Original Agreement is replaced by the following:
 - 3.1.1 Canada agrees, subject to compliance with the terms and conditions of this Agreement, to pay the Council a contribution representing up to fifty-two percent (52%) of the eligible Project expenses described in Schedule “B” to a maximum of \$2,470,520. The contribution shall be paid in accordance with the terms and conditions set out in Schedule “C”.

4. Paragraph 3.1.2 of the Original Agreement is replaced by the following:

3.1.2 The contribution of Canada is established:

- a) by fiscal year, beginning on April 1 in a calendar year and ending on March 31 of the following calendar year; and,
- b) in accordance with the budget in Schedule “B” of this Agreement, up to:
\$621,400 for fiscal year 2020–2021;
\$1,849,120 for fiscal year 2022–2023;
for a total of \$2,470,520 for the entire agreement.

5. Paragraph 3.2.1 of the Original Agreement is replaced by the following:

3.2.1 Québec shall pay the Council the amount corresponding to the sums required to ensure the capital repayment of a loan not exceeding \$2,280,480, to which shall be added the interest and banking fees on the loan, as provided for in paragraph 3.2.3, and the interest charges incurred during the construction period, as indicated in paragraph 3.2.2. Quebec's contribution shall be payable only upon completion of the Construction Project as set out in subsection 3.2.3. Repayment by Québec shall be in the form of a loan repayment, over a period of fifteen (15) years.

6. Paragraph 3.2.2 of the Original Agreement is replaced by the following:

3.2.2 During the Project's construction period:

- a) The Council commits to taking out a loan from a financial institution not exceeding \$2,280,480. This amount, representing the share paid by Québec, will be disbursed by the financial institution based on the progress of the work, with a 10% holdback that will be paid only once the conditions set out in paragraphs 3.4.2 c) and 4.6.3 of this Agreement are met.
- b) The interest charges reimbursable by Québec for this period shall not exceed \$158,481.13 and these charges may be accumulated for a period of up to 30 months following the Council's approval of the temporary loan.

7. Paragraph 3.2.3 of the Original Agreement is replaced by the following:

3.2.3 Once the Project described in Schedule “A” has been completed and the Council has fulfilled all its applicable obligations to Québec under this Agreement (including, paragraphs 4.6.2 and 4.6.3), and those that result therefrom, to the satisfaction of Québec, then the Council must obtain from a financial institution, within two (2) months following the end of the Project, a long-term loan of 15 years, representing up to forty-eight percent (48%) of the Project's eligible expenses described in Schedule “B”, and not exceeding \$2,280,480.

8. Paragraph 3.4.2 of the Original Agreement is replaced by the following:

3.4.2 The Parties agree that to be eligible, costs must:

- a) be identified and entered under one of the budget categories listed in the Budget (Schedule “B”);
- b) be incurred during the corresponding fiscal year;
- c) be incurred between the date at which this Agreement has been signed by all Parties (the date of entry into force) and whichever comes first, the confirmation of acceptance of the Certificate of Completion or March 31, 2024, the Project end date.

9. Paragraph 6.11.2 of the Original Agreement is replaced by the following:

6.11.2 Subject to the provisions of this Agreement, only expenses incurred by the Council from the date of its signing by all parties (the date of entry into force) and whichever comes first, the confirmation of acceptance of the Certificate of Completion or March 31, 2024 will be considered eligible expenses.

- 10. Schedule A of the Original Agreement is replaced with the attached Schedule A.
- 11. Schedule B of the Original Agreement is replaced with the attached Schedule B.
- 12. Schedule C of the Original Agreement is replaced with the attached Schedule C.
- 13. 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.
- 14. 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:

FOR THE COUNCIL,



CHIEF

29-03-2022
Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,



DIRECTOR,
COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA

Digitally signed by Gilbert, Anne
Date: 2022.03.24 10:52:16 -04'00'

Signed on

FOR THE GOUVERNEMENT DU QUÉBEC,



THE SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

28 mars 2022

Signed on

and




THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX AFFAIRES AUTOCHTONES

16 mars 2022

Signed on

and



THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS CANADIENNES

2022-03-25

Signed on

SCHEDULE “A”
Project Description

Objectives
The construction of a new police station in Kebaowek First Nation contributes to First Nation and Inuit communities having access to professional, dedicated and responsive police services.
Description of the work to be carried out
<p>The main activities are as follows:</p> <ul style="list-style-type: none"> • Design report, plans and specifications; • Develop and implement plans and specifications for tendering in order to select contractor; • Implement plan for mobilization, on-site preparation and construction.
Work execution plan
<p>Design report, plans and specifications 33% – September 2021 Plans and specifications for tendering– October to December 2021 Call for tenders – January and February 2022 Adjudication of contract – March and April 2022 Beginning of the construction – May 2022 End of the construction – December 2023 Police station – Grand Opening – March 2024</p>
Implementation and management strategy
<p>The Nation wishes to retain the Algonquin Anishinabeg Nation Tribal Council and a professional architectural firm as lead consultant to carry out a mandate that will include data collection, surveys, geotechnical investigation, environmental assessment, design, preparation of plans and specifications, and construction supervision. A call for tenders will be made for the award of the construction project.</p>
Name of project manager (recognized professional)
<p>Algonquin Anishinabeg Nation Tribal Council Contact: Eric Saumure</p>
Conformity of the infrastructure Project
<p>The Project takes into account, to the extent that the ministère de la Sécurité publique du Québec deems it necessary and considering the particularities of the community's population and territory, the recommended and recognized practices for the development of a police station and a detention area in a police station in Québec.</p>

SCHEDULE « B »
Project Budget

Revenues for Fiscal Year 2020-2021
Agreement on the Funding of Policing Infrastructure in the Community of Kebaowek First Nation

Government Funding	Amount
Public Safety Canada	\$621,400.00
Subtotal – Cash	\$621,400.00
Total Government Funding	\$621,400.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$621,400.00

Eligible Expenses for Fiscal Year 2020-2021
Agreement on the Funding of Policing Infrastructure in the Community of Kebaowek First Nation

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Gouvernement du Québec Funding note 1	Non Government Funding and other	Total
Costs of acquiring, constructing or renovating a police facility, including costs of any estate, right or interest in a building required for the police facility	\$520,000.00			\$520,000.00
Costs of environmental assessments, monitoring, and follow-up programs as required by Canadian Environmental Assessment Act for an Eligible Project	\$7,800.00			\$7,800.00
Fees paid to qualified professionals, technical personnel, consultants and contractors	\$78,000.00			\$78,000.00
Salaries and benefits	\$15,600.00			\$15,600.00
Subtotal – Cash	\$621,400.00	\$0.00	\$0.00	\$621,400.00
Total Expenditures:	\$621,400.00	\$0.00	\$0.00	\$621,400.00

Note 1 As specified in paragraph 3.2.1 of this Agreement, Québec's contribution shall not exceed 48% of the cost of the project and shall be due at the end of the construction of the Project. Payment of Québec's contribution shall be made in accordance with paragraph 4.1.3 of this Agreement. Consequently, the amounts entered in the column "Government du Québec Funding" shall be reimbursed as provided for in subsection 3.2 and paragraph 4.1.3 and therefore shall not be considered as revenues paid to the Council by Québec for each of the fiscal years referred to in this schedule.

Revenues for Fiscal Year 2021-2022
 Agreement on the Funding of Policing Infrastructure in the Community of Kebaowek First Nation

Government Funding	Amount
Subtotal – Cash	\$0.00
Total Government Funding	\$0.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$0.00

Eligible Expenses for Fiscal Year 2021-2022
 Agreement on the Funding of Policing Infrastructure in the Community of Kebaowek First Nation

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Gouvernement du Québec Funding note 1	Non Government Funding and other	Total
Subtotal – Cash	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures:	\$0.00	\$0.00	\$0.00	\$0.00

Note 1 As specified in paragraph 3.2.1 of this Agreement, Québec's contribution shall not exceed 48% of the cost of the project and shall be due at the end of the construction of the Project. Payment of Québec's contribution shall be made in accordance with paragraph 4.1.3 of this Agreement. Consequently, the amounts entered in the column "Government du Québec Funding" shall be reimbursed as provided for in subsection 3.2 and paragraph 4.1.3 and therefore shall not be considered as revenues paid to the Council by Québec for each of the fiscal years referred to in this schedule.

Revenues for Fiscal Year 2022-2023
 Agreement on the Funding of Policing Infrastructure in the Community of Kebaowek First Nation

Government Funding	Amount
Public Safety Canada	\$1,849,120.00
Gouvernement du Québec (note 1)	\$1,994,480.00
Subtotal – Cash	\$3,843,600.00
Total Government Funding	\$3,843,600.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$3,843,600.00

Eligible Expenses for Fiscal Year 2022-2023
 Agreement on the Funding of Policing Infrastructure in the Community of Kebaowek First Nation

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Gouvernement du Québec Funding note 1	Non Government Funding and other	Total
Costs of acquiring, constructing or renovating a police facility, including costs of any estate, right or interest in a building required for the police facility	\$1,781,910.00	\$1,931,690.00		\$3,713,600.00
Fees paid to qualified professionals, technical personnel, consultants and contractors	\$36,190.00	\$33,810.00		\$70,000.00
Salaries and benefits	\$31,020.00	\$28,980.00		\$60,000.00
Subtotal – Cash	\$1,849,120.00	\$1,994,480.00	\$0.00	\$3,843,600.00
Total Expenditures:	\$1,849,120.00	\$1,994,480.00	\$0.00	\$3,843,600.00

Note 1 As specified in paragraph 3.2.1 of this Agreement, Québec's contribution shall not exceed 48% of the cost of the project and shall be due at the end of the construction of the Project. Payment of Québec's contribution shall be made in accordance with paragraph 4.1.3 of this Agreement. Consequently, the amounts entered in the column "Government du Québec Funding" shall be reimbursed as provided for in subsection 3.2 and paragraph 4.1.3 and therefore shall not be considered as revenues paid to the Council by Québec for each of the fiscal years referred to in this schedule.

Revenues for Fiscal Year 2023-2024
 Agreement on the Funding of Policing Infrastructure in the Community of Kebaowek First Nation

Government Funding	Amount
Gouvernement du Québec (note 1)	\$286,000.00
Subtotal – Cash	\$286,000.00
Total Government Funding	\$286,000.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$286,000.00

Eligible Expenses for Fiscal Year 2023-2024
 Agreement on the Funding of Policing Infrastructure in the Community of Kebaowek First Nation

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Gouvernement du Québec Funding note 1	Non Government Funding and other	Total
Acquisition, replacement and repair of furniture, equipment and furnishing for police facilities		\$150,000.00		\$150,000.00
Costs of acquiring, constructing or renovating a police facility, including costs of any estate, right or interest in a building required for the police facility		\$116,000.00		\$116,000.00
Fees paid to qualified professionals, technical personnel, consultants and contractors		\$10,000.00		\$10,000.00
Salaries and benefits		\$10,000.00		\$10,000.00
Subtotal – Cash	\$0.00	\$286,000.00	\$0.00	\$286,000.00
Total Expenditures:	\$0.00	\$286,000.00	\$0.00	\$286,000.00

Note 1 As specified in paragraph 3.2.1 of this Agreement, Québec's contribution shall not exceed 48% of the cost of the project and shall be due at the end of the construction of the Project. Payment of Québec's contribution shall be made in accordance with paragraph 4.1.3 of this Agreement. Consequently, the amounts entered in the column "Government du Québec Funding" shall be reimbursed as provided for in subsection 3.2 and paragraph 4.1.3 and therefore shall not be considered as revenues paid to the Council by Québec for each of the fiscal years referred to in this schedule.

SCHEDULE « C »

Reporting Requirements and Payment Schedule

Notice: Failure by the Council to produce a document on the list within the time frame set constitutes default pursuant to section 6.4.1 and gives Canada the right to suspend payment of their respective contributions.

Advance Payments			
Payment scheduled date	Period covered by advance payments	Required documents	Reports submission deadlines
Within 30 days of the effective date on the Agreement	From the signature date to September 30 th , 2020	<ul style="list-style-type: none"> Project Forecast cash flow statement per fiscal year Proof of insurance coverage 	<ul style="list-style-type: none"> At the signing of the agreement 30 days following the start of works
October 1 st , 2020	October 1 st , 2020 to December 31 st , 2020	<ul style="list-style-type: none"> Project Forecast cash flow statement per fiscal year 	<ul style="list-style-type: none"> At the signing of the agreement
January 1 st , 2021	January 1 st , 2021 to March 31 st , 2021	<ul style="list-style-type: none"> Updated cash flow statement (July 1st, 2020 to September 30th, 2020) Progress report 	<ul style="list-style-type: none"> Report due October 30th, 2020 Report due October 30th, 2020
April 1 st , 2021	April 1 st , 2021 to June 30 th , 2021	<ul style="list-style-type: none"> Updated cash flow statement (October 1st, 2020 to December 31st, 2020) Progress report 	<ul style="list-style-type: none"> Report due January 30th, 2021 Report due January 30th, 2021
July 1 st , 2021	July 1 st , 2021 to September 30 th , 2021	<ul style="list-style-type: none"> Updated cash flow statement (January 1st, 2021 to March 31st, 2021) Progress report 	<ul style="list-style-type: none"> Report due April 30th, 2021 Report due April 30th.2021
October 1 st , 2021	October 1 st , 2021 to December 31 st , 2021	<ul style="list-style-type: none"> Updated cash flow statement (April 1st, 2021 to June 30th, 2021) Progress report 	<ul style="list-style-type: none"> Report due July 30th, 2021 Report due July 30th, 2021
January 1 st , 2022	January 1 st , 2022 to March 31 st , 2022	<ul style="list-style-type: none"> Updated cash flow statement (July 1st, 2021 to September 30th, 2021) Progress report 	<ul style="list-style-type: none"> Report due October 30th, 2021 Report due October 30th, 2021
April 1 st , 2022	April 1 st , 2022 to June 30 th , 2022	<ul style="list-style-type: none"> Updated cash flow statement (October 1st, 2021 to December 31st, 2021) Progress report 	<ul style="list-style-type: none"> Report due January 30th, 2022 Report due January 30th, 2022
July 1 st , 2022	July 1 st , 2022 to September 30 th , 2022	<ul style="list-style-type: none"> Updated cash flow statement (January 1st, 2022 to March 31st, 2022) Progress report 	<ul style="list-style-type: none"> Report due April 30th, 2022 Report due April 30th.2022
October 1 st , 2022	October 1 st , 2022 to December 31 st , 2022	<ul style="list-style-type: none"> Updated cash flow statement (April 1st, 2022 to June 30th, 2022) Progress report 	<ul style="list-style-type: none"> Report due July 30th, 2022 Report due July 30th, 2022
January 1 st , 2023	January 1 st , 2023 to March 31 st , 2023	<ul style="list-style-type: none"> Updated cash flow statement (July 1st, 2022 to September 30th, 2022) Progress report 	<ul style="list-style-type: none"> Report due October 30th, 2022 Report due October 30th, 2022
April 1 st , 2023	April 1 st , 2023 to June 30 th , 2023	<ul style="list-style-type: none"> Updated cash flow statement (October 1st, 2022 to December 31st, 2022) Progress report 	<ul style="list-style-type: none"> Report due January 30th, 2023 Report due January 30th, 2023
July 1 st , 2023	July 1 st , 2023 to September 30 th , 2023	<ul style="list-style-type: none"> Updated cash flow statement (January 1st, 2023 to March 31st, 2023) Progress report 	<ul style="list-style-type: none"> Report due April 30^h, 2023 Report due April 30th.2023
October 1 st , 2023	October 1 st , 2023 to December 31 st , 2023	<ul style="list-style-type: none"> Updated cash flow statement (April 1st, 2023 to June 30th, 2023) Progress report 	<ul style="list-style-type: none"> Report due July 30th, 2023 Report due July 30th, 2023
January 1 st , 2024	January 1 st , 2024 to March 31 st , 2024	<ul style="list-style-type: none"> Updated cash flow statement (July 1st, 2023 to September 30^h, 2023) Progress report 	<ul style="list-style-type: none"> Report due October 30^h, 2023 Report due October 30th, 2023
	Final Payment		
Canada : <ul style="list-style-type: none"> The final payment (holdback) is made when the audited financial statement or final cash flow and certificate of completion have been submitted. Final Payment (holdback 10% = up to \$247,052) Québec : <ul style="list-style-type: none"> Québec payments will begin once the following conditions have been met : <ul style="list-style-type: none"> construction project completed; submission of a certificate of completion and written certification that contractors and sub-contractors have been paid; financial statements and final cash flow statement have been submitted; Nation Resolution confirming the completion of the work and authorizing the taking of a loan; long-term loan taken by the Nation. 		<ul style="list-style-type: none"> Final cash flow statement Audited financial statement Substantial Work Completion Certificate including details of the rectifications to be made in case of non-conformity Work completion Certificate Written certification that contractors and subcontractors have been paid. 	<ul style="list-style-type: none"> 90 days following the completion of works 120 days following the end of each fiscal year At the completion of works, at the latest 90 days following the completion of works 90 days following the completion of works