

**AGREEMENT ON THE FUNDING OF POLICING
INFRASTRUCTURE OF THE COMMUNITY OF GESGAPEGIAG**

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OF THE COMMUNITY OF GESGAPEGIAG**

AMONG

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 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 Council, Canada and Québec have entered into the Agreement on the Provision of Police Services in the Community of Gesgapegiag for the period of April 1, 2018 to march 31, 2023 (hereinafter referred to as "Tripartite Agreement 2018-2023");

WHEREAS under the terms of the Tripartite Agreement 2018-2023, the Council is responsible for the Gesgapegiag Police Service which provides policing services in the territory defined therein;

WHEREAS Canada and Québec, while respecting their own jurisdictions, wish to improve the safety and well-being of the occupants of policing facilities used by the "Gesgapegiag Police Service" by providing additional financial assistance to the Council for the policing infrastructure project described in Schedule "A" - Project Description (hereinafter referred to as the "Project").;

AND WHEREAS Canada shall provide its share of the financial contribution under this Agreement in accordance with its Funding for First Nation and Inuit Policing Facilities Program and in compliance with the policies and terms and conditions related thereto.

CONSEQUENTLY, the Parties agree as follows:

PART I INTERPRETATION PROVISIONS

1.1 DESCRIPTION OF THIS AGREEMENT

This Agreement, including the Preamble and Schedules “A” (Project Description), “B” (Project Budget) and “C” (Reporting Requirements and Payment Schedule), which form an integral part of this Agreement, constitutes the entire agreement among the Parties and supersedes all previous documents, negotiations, understandings and undertakings.

Schedules “D” (Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding), “E” (Cash Flow Statement), and “F” (Progress Report, Certificate of Substantial Completion and Certificate of Completion Template) are attached for information purposes only.

1.2 APPLICABLE LEGISLATION

This Agreement shall be governed by and interpreted in accordance with the laws in force in the province of Québec.

1.3 DECLARATION OF NULLITY, INVALIDITY OR INAPPLICABILITY BY A COMPETENT COURT

Should any provision of this Agreement be declared null, void or inapplicable by a competent court, all other provisions of this Agreement not related to the provision declared null, void or inapplicable shall retain full force and effect. Moreover, the Parties agree to remedy such nullity, invalidity or inapplicability as soon as possible so that the provision’s objective can be achieved.

1.4 LEGAL SCOPE OF THE AGREEMENT

1.4.1 This Agreement shall not serve to recognize, define, affect, limit or create Aboriginal rights or treaty rights. It shall not be interpreted to be an agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982* (R.S.C. 1985 app. II, n. 44).

1.4.2 This Agreement shall not serve to create a partnership, an association, a joint venture, or an employer-employee or agency relationship among the Parties.

1.4.3 The Agreement is binding upon the successors and assigns of the Parties.

1.5 PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide Canada’s and Québec’s respective contributions for the funding of the policing infrastructures of Gesgapegiag and to establish the applicable terms and conditions for these contributions.

1.6 DEFINITIONS

Progress Report: Document that fully describes all the completed parts of the work and all the materials delivered to the site, also includes a signed declaration by the contractor confirming that he fulfilled (including the suppliers and subcontractors that he is dealing with) all of its obligations under the law.

Substantial Work Completion Certificate: Document that certifies the end of all the required construction work necessary for its occupation, with the exception of some minor work that remains to be completed. (This is generally the date on which the obligation to take out an insurance policy is transferred from the contractor to the Council and the date on which the warranty period begins. This is also when claims for compensation against a contractor must be prepared.)

Work Completion Certificate: Document indicating the submission date of the substantial work completion certificate and describing the parts of the work that have been completed since and all actions that have been taken by the contractor to fully complete the work (including the necessary corrective measures). It also includes a signed declaration by the contractor confirming that he fulfilled (including the suppliers and subcontractors that he is dealing with) all of its obligations under the law.

Project Manager: The project manager must be a member of an accredited professional body and recognized in the field of building construction (e.g. Professional order of Engineers, Professional order of Architects, any other applicable professional order). The project manager is responsible, among other things, for signing the reports and certificates attesting to the progress, completion and end of the work that must be provided to Canada and Québec. The responsibilities of the project manager could include, but are not limited to, the following:

- definition of the owner's needs;
- selecting designers and consultants;
- budgeting, cost control, project accounting;
- risk assessment and risk management;
- establishing the schedule;
- project reporting and record keeping;
- monitoring progress with respect to the schedule;
- issuing change orders;
- resolving complaints and disputes
- obtaining completion reports and preparing certificates;
- operating procedures;
- quality control;
- commissioning.

PART II POLICING FACILITY PROJECT

2.1 PROJECT DESCRIPTION AND IMPLEMENTATION

The Council agrees, subject to compliance with the terms and conditions of this Agreement and in return for the contributions set out in Part III of this Agreement, to implement the Project described in Schedule “A” in accordance with the timetable set out therein.

2.2 COMPLIANCE OF THE PROJECT WITH THE APPLICABLE RULES

2.2.1 The Council recognizes that, as the authority responsible for the Project, it must ensure that the Project is carried out in compliance with all applicable legislation, regulations and standards in force, including with regard to the environment, buildings, fire safety, and workplace health and safety, as well as with standards in use for policing infrastructure. The Council must ensure that any contract relating to the realization of projects is awarded in accordance with the rules applicable to it under the law governing it. It must also take a resolution, confirming its willingness to carry out the construction project, and transmit it to Canada and Québec.

2.3 OBLIGATION TO CARRY OUT A SOIL STUDY

2.3.1 Where the Project requires new foundations, the Council must, during the design phase, and prior to beginning the construction work, obtain a soil test report on the site where the construction of the policing infrastructure(s) facility will take place, prepared by a geotechnical engineer licensed to practice in Québec, and submit the report to Canada and Québec before commencing work.

2.3.2 In the event that the budget set out in Schedule “A” is insufficient to cover the increased costs that could result from the soil test report, the Council will have to decide whether it wishes to proceed with the Project with its own funding sources or whether it would prefer to terminate it. The Parties agree that Canada and Québec have no obligation to fund the increased costs.

2.4 PROJECT REVIEW FOLLOWING A CALL FOR TENDERS

2.4.1 The Recipient will ensure that contracts will be awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, or in a manner otherwise acceptable to Canada and Québec, and if applicable, in accordance with the *Canadian Free Trade Agreement* and international trade agreements.

2.4.2 If Canada and Québec determine that a contract is awarded in a manner that is not in compliance with the foregoing, then upon notification to the Recipient, Canada and Québec may consider the expenditures associated with the contract to be ineligible.

2.4.3 Since the Project stipulates that the Council will issue a call for tenders, the Parties agree that if, after proposals are received, it appears that the budget set out in Schedule “B” is insufficient, the Council will have to decide whether it will proceed with the Project with its own funding sources or amend the Project, or whether it would prefer to terminate it. The Parties agree that Canada and Québec are not required to fund the increased Project costs or to accept amendments to the Project, and that, subject to the Council’s right to reallocate

funds as set out in paragraphs 3.4.3, 3.4.4 and 3.4.5, amendments to the Project Budget or to the Project must be authorized in accordance with subsection 6.3.

PART III
CONTRIBUTION AMOUNTS AND ELIGIBLE COSTS

3.1 CONTRIBUTION OF CANADA

- 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 \$3,120,000. The contribution shall be paid in accordance with the terms and conditions set out in Schedule “C”.
- 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:
\$322,000 for fiscal year 2021–2022;
\$2,160,000 for fiscal year 2022–2023;
\$638,000 for fiscal year 2023–2024;
for a total of \$3,120,000 for the entire agreement.
- 3.1.3 Canada’s contribution to the Project’s eligible expenses is conditional on the contribution of Québec set out in subsection 3.2.

3.2 CONTRIBUTION OF QUÉBEC

- 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 \$2,880,000 (representing 48% of the government contribution (Canada-Quebec) to the Project), 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. Québec’s contribution will 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.
- 3.2.2 During the Project’s construction period:
- a) The Council commits to taking out a loan from a financial institution not exceeding \$2,880,000. 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 \$193,163 and these charges may be accumulated for a period of up to 30 months following the Council's approval of the temporary loan.
- 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 \$2,880,000.

- 3.2.4 The Council must obtain Québec's approval of the borrowing terms and conditions from the financial institution for the loans referred to in paragraphs 3.2.2 and 3.2.3.
- 3.2.5 Québec's contribution shall be paid in accordance with the payment terms and conditions set out in Part IV of this Agreement.
- 3.2.6 Québec's contribution to the Project's eligible expenses is conditional on the contribution of Canada set out in subsection 3.1.

3.3 NO JOINT LIABILITY

The Council recognizes that the obligations of Canada and Québec are distinct and that the financial liability of each government is limited to what is stated in subsections 3.1 and 3.2.

3.4 ELIGIBLE AND INELIGIBLE COSTS

- 3.4.1 The Parties agree that the eligible costs required by the Project described in Schedule "B" are the following costs:
 - a) The costs of acquiring, constructing or renovating a policing facility, including costs immovable rights required for the policing facility;
 - b) The fees paid to qualified professionals, technical personnel, consultants and contractors specifically hired to undertake the surveying, design, engineering, manufacturing, construction or the supervision of the construction of a policing facility and related facilities and structures;
 - c) The costs of environmental assessments, monitoring, and follow-up activities when required under applicable environmental assessment legislation;
 - d) Pre-approved salaries and benefits, including the incremental salaries associated with Owner-Builder self-managed works request, when approved in writing in advance by Canada and Québec;
 - e) Insurance costs;
 - f) Legal or notary fees, registration and land registration fees, excluding legal fees related to a dispute or resulting from a settlement, arbitration award, or court order;
 - g) Project office expenses when approved in writing in advance by Canada and Québec;
 - h) Acquisition, replacement and repair of furniture, equipment and furnishings for policing facilities (e.g., desks, chairs, office equipment including computer hardware and software);
 - i) Other costs that are considered to be direct and necessary for the successful implementation of the Project and that have been approved in writing in advance by Canada and Québec.

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.

3.4.3 The Council shall respect the budget set out in Schedule "B" (Project Budget). However, it may reallocate funds between budget items, without authorization or preparing an amended budget, when the reallocation is less than twenty per cent (20%) of the annual funding.

3.4.4 If the reallocation is equal or higher than the amount indicated in 3.4.3, or if the budgetary reallocation requires the addition of a new eligible budget item or the removal of an existing budget item, the Council shall obtain the written authorization of Canada and Québec without delay.

3.4.5 The authorization request under paragraphs 3.4.4 and the information required therein shall be submitted in accordance with the requirements of Québec and Canada (see Schedule "D" – Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding).

3.4.6 Budgetary reallocations shall be clearly identified in the quarterly cash flow statement referred to in paragraph 4.6.7 and the audited annual financial statements referred to in subsection 4.9.

3.4.7 The Parties agree that the following costs are ineligible:

- a) Goods and services that, in the opinion of the Government of Canada and the Government of Québec, are normally provided by the First Nation community or by the federal, provincial, territorial or local municipal government;
- b) Salaries and other employment benefits of any employees of First Nation or Inuit communities working in jobs not related to the Project and approved in advance;
- c) Taxes for which the Council is eligible for a tax rebate and all other costs eligible for rebates;
- d) Legal and other expert fees and expenses related to a dispute or resulting from a settlement, arbitration award, or court order;
- e) Ongoing expenses related to the operation and maintenance of policing infrastructure, including the cost of utilities (electricity, gas, etc.) once the Police Force has taken possession of the policing infrastructure;
- f) Rents;
- g) Subject to Québec's repayment obligations stipulated in the agreements to which it is a party, mortgage and other loan reimbursement payments.

3.4.8 The Council undertakes not to claim, pursuant to the Agreement on the provision of Police Services or any other agreement, any costs or expenses that are the subject of a financial contribution under this Agreement.

3.4.9 Despite the terms of the current Policing Services Agreement, the Council cannot claim the cost of occupancy (rent) without the prior approval of Canada and Québec. However,

the building care and maintenance costs for the policing facility funded by this Agreement are still eligible. Where applicable, the Policing Services Agreement shall be amended as soon as possible once this Agreement has come into force.

- 3.4.10 The Parties agree that the facilities under this Agreement are for the purpose of providing policing services as provided in the Tripartite Agreement 2018-2023.

In the event of the cessation of policing activities by the Gesgapegiag Policing Service, the Council must ensure that the infrastructures referred to in this Agreement are intended for the use of the policing service that will provide policing services on the territory. In this case, the Council must immediately conclude with the authority responsible for the policing service an agreement for the occupation of the policing infrastructure. The terms and conditions of this agreement will have to be approved by Québec.

If the facilities are no longer required to provide these policing services to the community, the Council will have to determine with Canada and Québec whether it is necessary to reimburse part of the contribution received and due, whether it wishes to transfer, use or sell the policing facilities.

PART IV FUNDING ARRANGEMENTS

4.1 PAYMENT SCHEDULE TERMS AND CONDITIONS

4.1.1 At the beginning of each fiscal year, the Council shall prepare a forecast cash flow statement, in accordance with the budget submitted in Schedule "B", and shall provide it to Canada and Québec, upon the signing of this Agreement for the sole or first fiscal year, or before April 15 of the fiscal year in question for a subsequent fiscal year. The cash flow statement shall be submitted in accordance with the requirements of Canada and Québec (Schedule "E" Cash Flow Statement) and shall be updated quarterly, including the statement of revenues and expenditures for the preceding quarter and the projections for future quarters.

4.1.2 The payment schedule for Canada is as follows:

For each fiscal year covered by this Agreement, Canada shall pay the Council its annual contribution based on the forecast cash flow submitted by the Council as set out in paragraph 4.1.1 and approved by Canada, in accordance with the following terms and conditions:

- a) Payments will be made on a quarterly basis, on May 1, July 1, October 1, and January 1 of each fiscal year;
- b) Canada shall pay a final amount representing 10% of Canada's total financial contribution set out in paragraph 3.1.1 once the Council has met all of its obligations to Canada under this Agreement to the latter's satisfaction and has confirmed to Canada in writing that it considers that Canada will have fulfilled all of Canada's obligations to it once this final amount has been paid;
- c) The payment by Canada of the amount referred to in 4.1.2 (b) shall terminate Canada's obligations to the Council under this Agreement and discharge any rights that the Council may have against Canada. The payment by Canada of the amount provided for in section 4.1.2 (b) shall not affect the obligations that Québec and the Council have towards each other under this Agreement.

4.1.3 The terms of payment of Québec's contribution is as follows:

- a) Payments of Québec's contribution (capital, interest and management fees) shall be in accordance with the terms and conditions of the loan that the Council will undertake with a financial institution for the repayment of a loan not exceeding the amount of Québec's contribution provided for in subsection 3.2 of this Agreement.
- b) Should the Council have recourse to a temporary loan for the duration of the construction work, the interest repayable by Québec provided for in subsection 3.2.2 shall be payable at the time of the first instalment that Québec makes in the context of the loan to be contracted between the Council and a financial institution provided for in subsection 3.2.3.
- c) Québec's contribution shall be paid by transfer of funds in accordance with the loan repayment schedule.

4.1.4 Canada and Québec may withhold their respective shares if they have not received the cash flow statement referred to in paragraph 4.1.1 and the documents referred to in subsection 4.6 within the time frames established by this Agreement (Schedule "C" - Due Dates).

4.2 CONDITIONS OF FUNDING

- 4.2.1 The contribution of funds made by Canada or Québec, under this Agreement, is contingent on, as applicable:
- a) the existence of the annual appropriation required, granted by Parliament to the Department of Public Safety and Emergency Preparedness, to fund First Nations and Inuit policing infrastructures for the fiscal year during which the payment of Canada's contribution is likely to become due, pursuant to section 40 of the *Financial Administration Act*, (R.S.C.1985, c. F-11);
 - b) the existence of the annual appropriation required, granted by the National Assembly to the ministère de la Sécurité publique, to fund First Nations and Inuit policing infrastructures for the fiscal year during which the payment of Québec's contribution is likely to become due, in accordance with the provisions of section 21 of the *Financial Administration Act* (RLRQ, c. A-6.001).
- 4.2.2 In the event of the absence or reduction of funds available to finance First Nations and Inuit policing infrastructure, Canada or Québec may reduce their contribution or terminate this Agreement. Such a reduction or termination shall take effect thirty (30) days after receipt of a notice that Canada or Québec, as the case may be, shall provide to the other Parties.
- 4.2.3 If, following the receipt of a notice with regards to a contribution reduction, the Council is of the opinion that it can no longer meet its obligations under this Agreement, it may, upon providing written notice to Canada and Québec, terminate this Agreement thirty (30) days following the receipt of the notice by Canada and Québec.
- 4.2.4 The Council agrees to declare, in writing, within thirty (30) days of the effective date of this Agreement, all amounts owing to Canada or Québec under any agreement or legislation. The Council agrees that such amounts can be offset through the contributions provided by Canada and Québec under this Agreement.

4.3 UNEXPENDED FUNDING, CARRY-OVER AND DEFICIT

- 4.3.1 The Council may, with the written authorization of Canada and Québec, carry over unexpended funds at the end of a fiscal year to the following fiscal year.
- 4.3.2 The request shall describe how the Council 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 "D" - Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding).
- 4.3.3 The unexpended funds that are carried over must be used only to ensure that the Project is carried out. The unexpended funds must be clearly identified in the quarterly cash flow statement referred to in paragraph 4.1.1 and in the annual audited financial statements referred to in paragraph 4.6.4;
- 4.3.4 Any unexpended funding remaining upon completion of the construction Project in accordance with the provisions of this Agreement constitutes a debt due to Canada and Québec and shall be returned to them in proportion to their respective contributions.

- 4.3.5 The Council shall be responsible for, as the case may be, any budget deficits incurred, any increase in Project costs and any other additional costs related to the Project identified in Schedule "A" of this Agreement..

4.4 DECLARATIONS OF THE COUNCIL

- 4.4.1 The Council declares that the budget in Schedule "B" describes all funds from any other source, including its own financial contribution to the Project, used directly or indirectly, in whole or in part, to attain the objective of this Agreement.

Thereafter, the Council shall, upon receipt, declare in writing any funds subsequently received from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement.

- 4.4.2 If other funds provided by a federal or Québec department or agency, in addition to those provided for in this Agreement, are used directly or indirectly, in whole or in part, to attain the objective of this Agreement, then Canada and Québec may reduce their respective contributions or request a total or partial reimbursement of such amounts.

The amount of the reduction or the reimbursement due to Canada or Québec is equal to the additional funds obtained. Canada or Québec must notify the other parties in writing of the amount of the reduction carried out and may agree upon a smaller amount to be due.

4.5 MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS

- 4.5.1 The Council shall:

- a) maintain separate accounting records, clearly identifying revenues and expenditures related to the implementation of the policing infrastructure Project;
- b) maintain financial records with respect to the funds provided under this Agreement in accordance with generally accepted accounting principles as prescribed in the Chartered Professional Accountants Canada (*CPA Canada*) Handbook, including records of all expenditures made by the Council in in respect of invoices, receipts, vouchers and other supporting documentation relating thereto;
- c) retain all materials and records relating to this Agreement starting from its effective date, for a period of no less than five (5) years following the expiry or termination of this Agreement;
- d) allow Canada and Québec to access activity sites and its place of business and make available to them any supporting documentation, files, records or other documents at their request.

4.6 REPORTING AND ACCOUNTABILITY

- 4.6.1 The Council shall provide Canada and Québec with a written quarterly progress report (template in Schedule "F") as indicated in Schedule "C", including a rationale for any major amendments to the Project.

- 4.6.2 Once all the required construction work necessary for its occupation, with the exception of some minor work that remains to be completed, the Council must provide Canada and Québec with a copy of the Substantial work completion certificate (template in Schedule “F”), including details of any rectifications to be made in case of non-compliance.
- 4.6.3 Within 30 days of the completion of the construction work described in Schedule “A”, the Council shall provide to Canada and Québec:
- a) a Work Completion Certificate (template in Schedule “F”) certifying that the work set out in Schedule “A” has been completed and is in conformity, including written certification that contractors and subcontractors have been paid;
 - b) a final financial report and cash flow statement consisting of the detailed and specific revenues and expenses for the Project described in Schedule “A”;
 - c) a resolution confirming completion of the work and authorizing it to take out a loan with a financial institution in accordance with subsection 3.2 and paragraph 4.1.3.
- 4.6.4 The reports referred to in Schedule “F” (Progress Report, Substantial work completion certificate and Work Completion Certificate Template) must be signed by the Project Manager.
- 4.6.5 Within four (4) months following the end of each fiscal year, the Council shall provide Canada and Québec with Project-specific audited financial statements that comply with the following requirements:
- a) the statements have been audited in accordance with generally accepted accounting principles as prescribed in the *CPA Canada Handbook*;
 - b) they include in particular an income and expense statement for all the funding received and expenses incurred for the delivery of the Project;
- 4.6.6 The Council shall include the information related to the payment made by Québec in accordance with section 4.1.3 of this Agreement, as well as the information related to the loan contracted (balance of capital and interest paid), in the financial statements required of the Agreement on the Provision of Police Services.
- 4.6.7 Within thirty (30) days following the end of each quarter in a fiscal year, the Council shall provide Canada and Québec with the updated cash flow statement provided for in paragraph 4.1.1, including the income and expense statement for the previous quarter and projections for upcoming quarters, presented in accordance with their requirements.
- 4.6.8 The Council shall provide Canada and Québec with any additional information that may be sought that Canada and Québec deem necessary for the purposes of this Agreement.

4.7 OVERPAYMENT

4.7.1 The Council is deemed to have received an overpayment of contributions provided by Canada and Québec under this Agreement in the following circumstances:

- a. sums were paid to the Council but remained unexpended by the end of the last fiscal year covered by the Agreement or the date of termination of this Agreement;
- b. the Council's financial statements, audited by an independent certified accountant, have been completed and an overpayment has been identified as a result of inadmissible expenditures or costs;
- c. Canada or Québec carries out a financial analysis or audits the financial statements of the Council and an overpayment is identified as a result of inadmissible expenditures or costs;
- d. for any other reason, the Council was not entitled to the contributions, or Canada and Québec determine that the sums paid exceed the amount to which the Council was entitled.

4.7.2 The Council recognizes that an expenditure or cost may be deemed inadmissible where there is no related invoice, receipt or other supporting document or where, in the opinion of Canada or Québec, the expenditure or cost cannot be substantiated.

4.7.3 Any overpayment is then considered a debt to Canada and Québec, at their respective rate of funding, and due by the Council. The overpayment shall be repaid to them no later than thirty (30) days following the date of receipt of notice from Canada or Québec. If, however, the overpayment has been identified in the audited financial statement, as set out in paragraph 4.6.5, then the due date for the reimbursement shall be the date of the submission to Canada and Québec of the audited financial statement.

Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Québec shall be made to the ministre des Finances du Québec.

4.7.4 Any unexpended funding may be offset by reducing any other contributions made by Canada and Québec.

4.8 INTEREST CHARGES

Any overpayment remaining owing to Canada and unpaid shall carry interest calculated and compounded monthly at the average bank rate, as defined in the *Interest and Administrative Charges Regulations*, SOR/96-188, plus three percent (3%), from the due date to the settlement date.

4.9 AUDIT BY CANADA OR QUÉBEC

4.9.1 The Council agrees that Canada or Québec may appoint independent auditors, at their expense, during the term of this Agreement and within five (5) years following the expiry or termination thereof to review the records maintained by the Council in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by Canada and Québec and the consistent application of generally accepted accounting principles in the maintenance of financial records.

- 4.9.2 The Council shall provide independent auditors with access, without charge, to the facilities during regular business hours within seventy-two (72) hours after receiving written notification and shall make available to them any supporting document, record, register or other document when requested. The Council shall provide the independent auditors with copies of records and registers when requested, without charge.
- 4.9.3 The results of audits performed by Canada may be made available to the public through posting on the Public Safety Canada Internet site (www.publicsafety.gc.ca).

4.10 ASSIGNMENT AND SUBCONTRACTING

- 4.10.1 The Council is prohibited from encumbering or assigning its rights under this Agreement without the written authorization of Canada and Québec, but nothing prevents it from relying on other persons to meet its obligations under this Agreement.
- 4.10.2 In any contract the Council awards, it must, if applicable, bind each subcontractor in writing to the commitments made under this Agreement and to the terms and conditions set out herein. These commitments and terms and conditions apply to the subcontractor's work, its services rendered, and to the goods it acquires on the Council's behalf. The Council shall provide, upon Canada's or Québec's request, a copy of the contract with any of its subcontractors.

PART V GENERAL PROVISIONS

5.1 INFORMATION TO THE PUBLIC

- 5.1.1 The Council hereby agrees that Canada and Québec may publicly announce their contribution with respect to funding of policing infrastructure for the Gesgapegiag Police Force in the form of a news release, a press briefing or conference, advertising, or otherwise. The Council shall provide Canada and Québec with the required and reasonable assistance that Canada and Québec deem necessary for the public announcement.
- 5.1.2 Except as necessary to comply with the Parties' requirements regarding public accounts, Canada and Québec shall ensure that all public announcements of their funding contribution are made at the same time and recognize the contribution of the other Party.

5.2 LOBBYING

Any person lobbying on behalf of the Council must comply with the *Lobbying Act* (R.S.C. 1985, c. 44) and the *Lobbying Transparency and Ethics Act* (R.S.Q. c. T-11.011).

Note: This provision does not apply to members of the council of a band, as defined in subsection 2 (1) of the *Indian Act* (R.S.C. 1985, c. I-5), or of an Indian band constituted under an Act of Parliament, their staff and employees. However, this provision may apply to subcontractors retained by the Council.

5.3 DIRECT OR INDIRECT BENEFITS

No current or former public office holder or public servant of Canada or Québec may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with Canada's and Québec's laws, regulations or policies, as the case may be, including, for Canada, the requirements under the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01), the *Conflict of Interest Act* (S.C. 2006, c. 9), and the *Values and Ethics Code for the Public Sector*.

5.4 NO PARTNERSHIP

- 5.4.1 The Council or any of its members, shall not represent itself, in an agreement with a third party or otherwise, as being an associate, partner, joint-venturer, agent or employee of Canada or Québec as a result of this Agreement. Canada and Québec have no responsibility for fulfillment of any obligation into which the Council may enter into as a result of this Agreement, including, without limitation, any loan, capital lease or other long-term obligation.
- 5.4.2 It is agreed that personnel hired as a result of this Agreement are and shall remain persons providing services to the Council, and nothing in this Agreement is to be read or construed as conferring upon the Council or its members, officers, employees, agents or contractors the status of officer, employee, servant or agent of Canada or Québec or the status of a person acting in a partnership or a joint venture with Canada or Québec.

- 5.4.3 The Council must include in employment contracts with its employees a clause stating that these employees acknowledge that they are not engaged as employees or agents of Canada and/or Québec.

5.5 INDEMNIFICATION

- 5.5.1 The Council agrees to indemnify and hold Canada and Québec, as well as their representatives, officers, employees, servants and agents or mandataries harmless against any and all claims made, losses, damages, expenses and costs incurred, and any actions and other proceedings instituted or initiated, or threatened to be instituted or initiated against one or both of them, regardless of their foundation, as a result of bodily, moral or material injury stemming from a fault of the Council or of a person or entity with which the Council has entered into a binding agreement, or as a result of a fault of its representatives, officers, employees, servants or mandataries in connection with this Agreement, in particular through an intentional or negligent act or omission, or a delay on their part, or as a result of any property of the Council or of a person or entity with which the Council has entered into a binding agreement.
- 5.5.2 The Council is not obligated to indemnify Canada or Québec against any part of claims made, losses, damages, expenses and costs incurred, or actions and other proceedings resulting from the fault of Canada or Québec or of their representatives, officers, employees, servants and agents or mandataries, in particular for an intentional or negligent act or omission, or as a result of any property of Québec or Canada.
- 5.5.3 Canada and Québec, their representatives, officials, employees, servants and agents or mandataries shall not be held responsible by the Council for any material injury that could be caused to the Council or for any other obligation of the Council or of its representatives, officers, employees, servants and mandataries concerning this Agreement, unless the material injury results from a fault of Canada or of Québec, or of their representatives, officers, employees, servants and agents or mandataries, in particular for an intentional or negligent act or omission, or as a result of any property of Canada or of Québec.

5.6 INSURANCE

- 5.6.1 The Council shall obtain, prior to the start of the work, appropriate insurance coverage to cover its responsibility as well as that of its representatives, officers, employees, servants and mandataries against any claims made, losses, damages, expenses and costs incurred, or against any actions or proceedings instituted or initiated, or threatened to be instituted or initiated against it, regardless of their foundation, as a result of bodily, moral or material injury stemming from a fault of the Council or of a person or entity with which the Council has entered into a binding agreement, or as a result of a fault of their representatives, officers, employees, servants or mandataries in connection with this Agreement, in particular for an intentional or negligent act or omission or a delay on their part, or as a result of any property of the Council or of a person or entity with which the Council has entered into a binding agreement. A copy of the insurance coverage shall be provided by the Council to Canada and Quebec within thirty (30) days of the commencement of the work.
- 5.6.2 The Council shall also obtain, for the duration of the work, appropriate insurance coverage to cover any damage to the infrastructure and goods used for the purposes of the Project described in Schedule "A" and to allow for their replacement.

- 5.6.3 If the Council enters into an agreement with a third party for the purposes of the Project described in Schedule “A”, the Council must ensure that the agreement includes an obligation to have appropriate insurance coverage.

5.7 DISCLOSURE

- 5.7.1 Information gathered by the Parties in carrying out this Agreement is bound by the rights and protection contained under pertinent legislation regarding access to information and privacy law, including those concerning the proactive disclosure of grant and contribution awards.

Canada and Québec have the right to make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.

- 5.7.2 The Council authorizes Canada and Québec to share between one another any information related to this Agreement, including any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.

PART VI FINAL PROVISIONS

6.1 ACCOUNTABILITY OF THE COUNCIL

The Council shall remain, at all times, accountable for the obligations and responsibilities attributed to it which are contained in this Agreement or that may arise in carrying out this Agreement and the Council shall, at all times, ensure that all of its obligations under this Agreement are fulfilled.

6.2 LIAISON COMMITTEE

The Parties may establish a Liaison Committee for the purposes of monitoring the implementation of this Agreement, ensuring ongoing communication among the Parties and attempting, where applicable, to resolve through discussions among the Parties any disputes that may arise from any issues relating to the interpretation and application of this Agreement.

6.3 AMENDMENT

This Agreement may be amended by the mutual written consent of the Parties. In order to be valid, any amendments to this Agreement must be made in writing and signed by the Parties.

6.4 DEFAULT

6.4.1 Where there is default, or there is, in the opinion of Canada or Québec, a likelihood of default of the Council, or where the Council or one of its representatives, agents or subcontractors makes or has made a false or misleading statement, Canada and Québec may:

- a) reduce the contribution paid to the Council;
- b) suspend any payment;
- c) terminate the Agreement in accordance with the terms set out in subsection 6.6.

The Parties agree that any situation where, in the opinion of Canada or Québec, the Council is no longer able to assure the implementation of the project funded under this Agreement, constitutes default.

6.4.2 Where there is such default, Canada or Québec shall provide the other Parties with written notice indicating the said default and setting out their intention, to exercise the rights under paragraph 6.4.1, if the Council does not remedy the default within thirty (30) days.

6.4.3 Canada and Québec shall not be considered as having waived a remedy or a right under this Agreement other than by written notice to all Parties to this effect. The fact that Canada or Québec refrains from exercising a remedy or any right under this Agreement or other applicable law shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on Canada or Québec shall not prevent Canada or Québec in any way from later exercising any other remedy or right under this Agreement or other applicable law.

6.5 DISPUTE RESOLUTION

- 6.5.1 The Parties undertake to foster the resolution of disputes arising from the interpretation or application of this Agreement in a spirit of conciliation, cooperation and harmony.
- 6.5.2 In the event of a dispute, any Party may refer the matter at issue in writing to the Liaison Committee so that the Liaison Committee can endeavour to resolve the matter within sixty (60) days. To assist it in resolving the dispute, the Committee may seek the services of a third party in order to obtain advice and counsel. Any costs shall be shared equally by the Parties.
- 6.5.3 If the Liaison Committee is unable to resolve the dispute within sixty (60) days, after serving notice to all Parties of its intention to hear them and allowing them to express their views on the matter, any Party may then submit the matter to a court of competent jurisdiction unless one of the Parties chooses to terminate the Agreement in accordance with subsection 6.6.

6.6 TERMINATION

- 6.6.1 This Agreement may be terminated under the following conditions:
- a) by Canada or Québec, when, as set out in paragraph 4.2.2, funding is no longer available or the appropriation has been decreased;
 - b) by the Council, as set out in paragraph 4.2.3, following a reduction of funds by Canada or Québec, whereby the Council can no longer fulfill its obligations under this Agreement;
 - c) by Canada or Québec, if the Council has not remedied the default to the satisfaction of Canada or Québec within the thirty (30) day period as set out in paragraph 6.4.2;
 - d) at any time, by any Party, even if there is no default committed by another Party.
- 6.6.2 The termination shall take effect:
- a) subject to sub-paragraph 6.6.1 a), thirty (30) days upon receipt of the notice that Canada or Québec, as the case may be, informs the other Parties;
 - b) subject to sub-paragraph 6.6.1 b), thirty (30) days upon receipt, by Canada and Québec, of a notice from the Council to this effect;
 - c) subject to sub-paragraph 6.6.1 c), on the date indicated in the notice provided by Canada or Québec to this effect;
 - d) subject to sub-paragraph 6.6.1 d), upon expiry of ninety (90) days following the date of receipt of a written notice to this effect to the other Parties, unless all the Parties agree upon another date in writing.

6.7 OBLIGATIONS OF THE COUNCIL IN THE EVENT OF TERMINATION OF THE AGREEMENT

6.7.1 Subject to paragraph 3.4.10, and upon termination or expiry of this Agreement, the Council shall:

- a) sell at market value, all other material and equipment acquired with funds provided under this Agreement;
- b) pay all the amounts due for goods and services provided under this Agreement before its termination or expiry;
- c) reimburse Canada and Québec their share of contributions paid but not spent, in proportion to their initial contributions, within thirty (30) days following the termination or expiry of this Agreement;
- d) reimburse, when applicable, Canada and Québec any other funds due to them under this Agreement in accordance with the terms and conditions covering each of these sums;

6.7.2 Subject to paragraph 3.4.10, the proceeds of the sale of any material and equipment shall be considered as an amount owing to Canada and Québec in proportion to their respective initial contributions and shall be reimbursed no later than thirty (30) days following the transaction date.

Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Québec shall be made to the ministre des Finances du Québec.

6.7.3 Any amount remaining owing to Canada and unpaid after such a deadline shall carry interest calculated and compounded monthly at the average bank rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188, plus three percent (3%), from the due date to the settlement date.

6.8 CARRYING OUT CERTAIN OBLIGATIONS

The provisions set out in this Agreement that create obligations, which by their nature continue beyond the date of expiry or termination of this Agreement, shall continue to apply notwithstanding the expiry or termination of this Agreement until such time as those obligations are fulfilled.

6.9 NOTICE

6.9.1 Any notice, request, information or any other document required with respect to this Agreement shall be deemed to be served if mailed, emailed or transmitted by fax. Any notice sent or transmitted by email or fax shall be deemed to have been received one business day after it was sent; any mailed notice shall be deemed to have been received eight (8) business days following its mailing.

All correspondence shall be sent to the following coordinates:

For Canada: Public Safety Canada
Emergency Management and Programs Branch
First Nations Policing Program
To the attention of the Regional Manager
800 Square-Victoria Street, Suite 305
P.O. Box 117
Montreal, QC H4Z 1B7
Fax: 514 283-2016
ps.aboriginalpolice-policeautochtone.sp@canada.ca

For Québec: Ministère de la Sécurité publique du Québec
Direction de l'organisation policière
To the attention of : Director
2525, boulevard Laurier
Québec (Québec) G1V 2L2
Télécopieur : 418 646-1869
police.autochtone@msp.gouv.qc.ca

For the Council: Micmacs of Gesgapegiag Band Council
100 Blvd Perron
Gesgapegiag (QC) G0C 1Y0
Fax : 418 759-5856
Email : info@gesgapegiag.ca

6.9.2 Each Party shall notify the other Parties by email of any change of address or fax number.

6.10 MULTIPLE COPY SIGNATURE

This Agreement 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.

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..

6.11 ENTRY INTO FORCE

6.11.1 This Agreement comes into force on the date of its signing by all the Parties and ends the date on which all obligations under the Agreement have been fulfilled, unless it is terminated in accordance with the terms and conditions set out in subsection 6.6, and with the exception of the obligations that continue to apply as set out under subsection 6.8.

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.

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

FOR THE COUNCIL

CHIEF

March 29, 22

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 12:38:05 -04'00'

Signed on

FOR THE GOUVERNEMENT DU QUÉBEC,



THE SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

25-03-2022

Signed on

and



THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX AFFAIRES AUTOCHTONES

28 mars 2022

Signed on

and



THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS CANADIENNES

28 mars 2022

Signed on

SCHEDULE "A"

Project Description

Objectives
The construction of a new police station in Gesgapegiag contributes to First Nation and Inuit communities having access to professional, dedicated and responsive policing services in safe and healthy facilities.
Description of the work to be carried out
Construction of a new 939 m2 police station including a video courtroom, several offices, an interview room, a conference room and a smaller room for meetings, a mini-gym and a garage and separate changing rooms for men and women.
The main activities are as follows: <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
Preparation of design and plans : February to May 2022 Call for tender: May to June 2022 Site preparation and construction: June 2022 - August 2023 Finishing and furnishing: September to December 2023
Implementation and management strategy
The Gesgapegiag Council has contracted the technical services of the Grand Conseil de la Nation Waban-Aki (tribal council). to manage the data collection, surveys, geotechnical study, environmental assessment, design, preparation of plans and specifications, and construction supervision.
The construction project will be tendered.
Name of project manager (recognized professional)
Mr. Louis Jutras, Eng. Grand Conseil de la Nation Waban-Aki 10 175 Kolipaio, Wôlinak (Qc) G0X 1B0 Tél. : 819 294-1686 Fax; 819 294-1689 info@gcnwa.com
Conformity of the infrastructure Project
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.

SCHEDULE "B" Project Budget

Revenues for Fiscal Year 2021-2022

Agreement on the Funding of Policing Infrastructure of the Community of Gesgapegiag

Government Funding	Amount
Public Safety Canada	\$322,000.00
Subtotal – Cash	\$322,000.00
Total Government Funding	\$322,000.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$322,000.00

Eligible Expenses for Fiscal Year 2021-2022

Agreement on the Funding of Policing Infrastructure of the Community of Gesgapegiag

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Funding Gouvernement du Québec note 1	Non Government Funding and other	Total
Costs of environmental assessments, monitoring, and follow-up programs as required by Canadian Environmental Assessment Act for an Eligible Project	\$7,500.00			\$7,500.00
Fees paid to qualified professionals, technical personnel, consultants and contractors	\$183,000.00			\$183,000.00
Legal expenses	\$19,500.00			\$19,500.00
Project office expenses	\$112,000.00			\$112,000.00
Subtotal – Cash	\$322,000.00	\$0.00	\$0.00	\$322,000.00
Total Expenditures:	\$322,000.00	\$0.00	\$0.00	\$322,000.00

Note 1 As specified in subsection 3.2.1 of this Agreement, Québec's contribution shall not exceed 48% of the total government contribution (Canada-Québec) and shall be due at the end of construction of the Project. Payment of Québec's contribution shall be made in accordance with the paragraph 4.1.3 of this Agreement. Consequently, the amounts entered in the column "Gouvernement 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 Schedule "B".

Revenues for Fiscal Year 2022-2023

Agreement on the Funding of Policing Infrastructure of the Community of Gesgapegiag

Government Funding	Amount
Public Safety Canada	\$2,160,000.00
Gouvernement du Québec (note 1)	\$195,900.00
Subtotal – Cash	\$2,355,900.00
Subtotal – In-kind	\$0.00
Total Government Funding	\$2,355,900.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$2,355,900.00

Eligible Expenses for Fiscal Year 2022-2023

Agreement on the Funding of Policing Infrastructure of the Community of Gesgapegiag

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Funding Gouvernement du Québec note 1	Non Government Funding and other	Total
Acquisition, replacement and repair of furniture, equipment and furnishing for police facilities	\$140,000.00			\$140,000.00
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	\$1,466,000.00	\$100,000.00		\$1,566,000.00
Costs of environmental assessments, monitoring, and follow-up programs as required by Canadian Environmental Assessment Act for an Eligible Project	\$7,500.00			\$7,500.00
Fees paid to qualified professionals, technical personnel, consultants and contractors	\$244,400.00			\$244,400.00
Insurance	\$28,000.00			\$28,000.00
Legal expenses	\$20,000.00			\$20,000.00
Other costs that are considered to be direct and necessary for the successful implementation of a project	\$154,100.00	\$45,900.00		\$200,000.00
Project office expenses	\$100,000.00	\$50,000.00		\$150,000.00
Subtotal – Cash	\$2,160,000.00	\$195,900.00	\$0.00	\$2,355,900.00
Total Expenditures:	\$2,160,000.00	\$195,900.00	\$0.00	\$2,355,900.00

Note 1 As specified in subsection 3.2.1 of this Agreement, Québec's contribution shall not exceed 48% of the total government contribution (Canada-Québec) and shall be due at the end of construction of the Project. Payment of Québec's contribution shall be made in accordance with the paragraph 4.1.3 of this Agreement. Consequently, the amounts entered in the column "Gouvernement 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 Schedule "B".

Revenues for Fiscal Year 2023-2024

Agreement on the Funding of Policing Infrastructure of the Community of Gesgapegiag

Government Funding	Amount
Public Safety Canada	\$638,000.00
Gouvernement du Québec (note 1)	\$2,684,100.00
Subtotal – Cash	\$3,322,100.00
Total Government Funding	\$3,322,100.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$3,322,100.00

Eligible Expenses for Fiscal Year 2023-2024

Agreement on the Funding of Policing Infrastructure of the Community of Gesgapegiag

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Funding Gouvernement du Québec note 1	Non Government Funding and other	Total
Acquisition, replacement and repair of furniture, equipment and furnishing for police facilities	\$160,000.00	\$400,000.00		\$560,000.00
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	\$355,900.00	\$1,900,000.00		\$2,255,900.00
Fees paid to qualified professionals, technical personnel, consultants and contractors	\$22,100.00	\$100,100.00		\$122,200.00
Insurance		\$14,000.00		\$14,000.00
Legal expenses		\$20,000.00		\$20,000.00
Other costs that are considered to be direct and necessary for the successful implementation of a project	\$50,000.00	\$150,000.00		\$200,000.00
Project office expenses	\$50,000.00	\$100,000.00		\$150,000.00
Subtotal – Cash	\$638,000.00	\$2,684,100.00	\$0.00	\$3,322,100.00
Total Expenditures:	\$638,000.00	\$2,684,100.00	\$0.00	\$3,322,100.00

Note 1 As specified in subsection 3.2.1 of this Agreement, Québec's contribution shall not exceed 48% of the total government contribution (Canada-Québec) and shall be due at the end of construction of the Project. Payment of Québec's contribution shall be made in accordance with the paragraph 4.1.3 of this Agreement. Consequently, the amounts entered in the column "Gouvernement 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 Schedule "B".

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 of the Agreement to March 31 st , 2022	<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
May 1 st , 2022	April 1 st to June 30 th , 2022	<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
July 1 st , 2022	July 1 st to September 30 th , 2022	<ul style="list-style-type: none"> Updated cash flow statement (January 1st 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 to December 31 st , 2022	<ul style="list-style-type: none"> Updated cash flow statement (April 1st 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 to March 31 st , 2023	<ul style="list-style-type: none"> Updated cash flow statement (July 1st to September 30th, 2022) Progress report 	<ul style="list-style-type: none"> - Report due October 30th, 2022 - Report due October 30th, 2022
May 1 st , 2023	April 1 st to June 30 th , 2023	<ul style="list-style-type: none"> Updated cash flow statement (October 1st 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 to September 30 th , 2023	<ul style="list-style-type: none"> Updated cash flow statement (January 1st to March 31st, 2023) Progress report 	<ul style="list-style-type: none"> - Report due April 30th, 2023 - Report due April 30th, 2023
October 1 st , 2023	October 1 st to December 31 st , 2023	<ul style="list-style-type: none"> Updated cash flow statement (April 1st 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 to March 31 st , 2024	<ul style="list-style-type: none"> Updated cash flow statement (July 1st to September 30th, 2023) Progress report 	<ul style="list-style-type: none"> - Report due October 30th, 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 \$312,000) 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; - Council Resolution confirming the completion of the work and authorizing the taking of a loan; - long-term loan taken by the Council. 		<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 	
		<ul style="list-style-type: none"> - 90 days following the completion of works - 90 days following the completion of works 	

SCHEDULE "D" **Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding**

REQUEST AND APPROVAL FORM FOR CARRYOVER OF UNEXPENDED AND REALLOCATION OF FUNDING				
Agreement title : _____		Request Date: _____		
Recipient name: _____				
Agreement start date: _____		Agreement end date: _____		
<p>SELECT THE OBJECTIVE OF YOUR REQUEST BY CLICKING ON THE APPROPRIATE CHECKBOX BELOW :</p> <p><input type="checkbox"/> Carryover of unexpended funding for use in the following fiscal year</p> <p><input type="checkbox"/> Reallocation of funds between eligible cost categories</p> <p><input type="checkbox"/> Reallocation of funds to a new eligible cost category</p> <p><input type="checkbox"/> Reallocation of funds after the removal of an eligible cost category</p>				
Revenue sources	Approved budget for 20XX-20XX	Unexpended amounts to carryover	Reallocated amounts	Forecasted budget for 20XX-20XX
Contribution of Canada				
Contribution of Quebec				
Total Revenues	\$0,00	\$0,00	\$0,00	\$0,00
% (Canada)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
% (Québec)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Proposed eligible cost categories*				
Salaries and benefits				
Administrative expenses				
Police equipment				
Transportation expenses				
Information technology & communications equipment				
Training and recruitment expenses				
Police facility costs				
Insurance				
Legal costs				
Professional and consulting fees				
Expenses for evaluation of activities of police service				
Total eligible proposed costs	\$0,00	\$0,00	\$0,00	\$0,00
<p><small>* unfunded categories may be deleted</small></p> <p>JUSTIFICATION: TO BE COMPLETED BY THE RECIPIENT ONLY</p> <p>Briefly justify the reasons for the carryover of the unexpended funding to the next fiscal year and/or the reasons for the reallocation of funding between existing eligible cost categories including the removal and/or the addition of new eligible cost category as per the FNPP Terms&Conditions:</p> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>				
<p>Submitted by: _____ Signature: _____ Date: _____</p> <p style="text-align: center; font-size: small;">Print name and title</p>				
<p>FOR DEPARTMENTAL USE ONLY</p> <p>Program Officer Recommendation:</p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div> <p>Program Officer's name: _____ Date: _____</p>				
<p>Approved by: _____ Signature: _____ Date: _____</p> <p style="text-align: center; font-size: small;">(APD RCM) Print name</p>				
<p>FOR THE QUEBEC USE ONLY</p> <p>Approved by: _____ Signature: _____ Date: _____</p> <p style="text-align: center; font-size: small;">Print name and Title</p>				

Agreement on the Funding of Policing Infrastructure of the Community of Gesgapegiag

[illegible]

SCHEDULE "F"
Progress report, Certificate of substantial completion and
Certificate of completion template

POLICING INFRASTRUCTURE PROJECT REPORT

Identification

Recipient Name	File Number
-----------------------	--------------------

Contact

Given Name	Family name	Title
Phone number	Email Address	

Project Information

Project Name :
Site Address :

Report Information

Report Type : <input type="radio"/> Progress Report <input type="radio"/> Provisional Certificate of Completion <input type="radio"/> Final Certificate of Completion
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Progress Report Schedule (YYYY-MM-DD) :

Project Start Date : - -	Expected / Actual Completion Date : - -
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Expenditures Statement :

Forecasted Project Expenses :	Spent to date :

Check all that apply for Progress and/or Provisional Reports: :

- ☐ All details of the project are resolved and there is no flaw, omission, uncompleted work, claim or outstanding payment.
- ☐ The "As Constructed" plans are available.
- ☐ Flaws, omissions, incomplete work, claims or outstanding payments exist, and an Action Plan and either a Substantial Completion Certificate or a Certificate of Occupancy are attached.
- ☐ The construction complies with all requirements of all applicable codes, standards and Indigenous Services Canada Funding Arrangement.
- ☐ Official inspection report(s) or certificate(s) by qualified inspector(s) are attached.

Check all that apply for Completed Projects:

- ☐ Building Inspection Final Report
- ☐ Septic Installation Approval
- ☐ Fire Commissioner Reports
- ☐ Electrical Inspection Final Report
- ☐ Electrical Inspection Final Report
- ☐ Environmental License (Provincial/Territorial)
- ☐ Certificate of Occupancy
- ☐ Water/Sewage Testing Reports (Health Canada or Territorial Government)
- ☐ Workers' Compensation (Safety and Labour Conditions)
- ☐ Substantial Completion Certificate as per provincial legislation (e.g. Construction Lien Act)
- ☐ Operator's Certification for Water/Sewage Treatment Plants
- ☐ Environmental Site Assessment
- ☐ Environmental Mitigation Report, if required by Environmental Assessment
- ☐ Waste Disposal Permit
- ☐ Other(s) Specify :

Supporting Documents (if applicable)

This table allows you to identify the supporting document(s); indicate any attached reports or supporting documents and any other documents that are not already listed.

Document Title	Description

Project Manager Declaration

I hereby certify that all work has been completed in accordance with the Terms and Conditions set out in the Funding Agreement and the Effective Project Approval and that all specified codes and standards have been met.

Given Name	Family Name	
Email Address	Phone	
Title	Date (YYYY-MM-DD)	
	- -	