

AMENDMENT NUMBER 3
TO THE AGREEMENT CONCERNING THE FUNDING OF THE EYYOU-EENOU
POLICE FORCE FOR THE 2018-2019 TO 2027-2028 FINANCIAL YEARS

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Public Safety and Emergency Preparedness,
(hereinafter designated “Canada”)

AND: **The GOUVERNEMENT DU QUÉBEC**, as represented by the ministre de la Sécurité publique, the ministre responsable des Affaires autochtones and the ministre responsable des Relations canadiennes et de la Francophonie canadienne, respectively acting by the sous-ministre de la Sécurité publique, the secrétaire général associé aux Affaires autochtones and the secrétaire général associé aux Relations canadiennes,
(hereinafter designated “Québec”)

AND: **The CREE NATION GOVERNMENT**, a legal person duly established in the public interest under the *Act respecting the Cree Nation Government*, CQLR, c. G-1.031, as represented by its Chair,
(hereinafter designated “Cree Nation Government”)

AND: **The GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)**, a corporation duly incorporated under Part II of the *Canada Corporations Act*, R.S.C., 1970, c. C-32, as represented by its Deputy Grand Chief,
(hereinafter designated “GCC(EI)”)

(Individually, a “Party” and collectively, the “Parties”)

PREAMBLE

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

WHEREAS, where applicable, the Agreement includes any previous amendments made by way of an amendment signed by the parties;

WHEREAS the Parties wish to amend again the Agreement, in accordance with subsection 7.3 of the Agreement, to add non-recurring exceptional funding in light of the specific situation resulting from the COVID-19 pandemic response to cover expenses for the period from April 1, 2021 to March 31, 2022;

WHEREAS this funding is distinct from the funding for policing operating costs set out in sub-sections 3.1 to 3.4 of the Agreement, as well as the funding for certain major capital infrastructure projects set out in sub-section 3.6 of the Agreement, and covers the expenditure eligibility period from April 1, 2021 to March 31, 2022;

CONSEQUENTLY, the Parties agree as follows:

1. The Preamble forms an integral part of this Amendment.
2. All terms and conditions of the Agreement remain unchanged except as provided in this Amendment.
3. Paragraph 3.2.1 of the Agreement is replaced by the following :
 - 3.2.1 As stipulated in subsection 3.17, additional funding is granted exceptionally for expenditures incurred by the Eeyou Eenou Police Force (EPPF) due to COVID-19 during the covered fiscal years contemplated by section 3.17. This funding is distinct from the funding for policing operating costs set out in subsection 3.2 and from the funding for Major Capital Infrastructure set out in subsection 3.6.
4. Subsection 3.11 of the Agreement is replaced by the following :

3.11 **Carry-Over**

In the event that the total payment made to the Cree Nation Government by Québec and Canada pursuant to this Agreement in any Financial Year are not all expended in that year for the purposes of this Agreement, these unexpended payments are carried forward to the subsequent Financial Year, to be used by the Cree Nation Government in that subsequent year solely for the purposes which they were provide for, and without affecting the level of payments by Québec and Canada under this Agreement for that subsequent Financial Year.

The unexpended funds from the last Financial year of the previous Agreement named “Agreement concerning the Funding of the Eeyou-Eenou Police Force for the 2014-2015 to 2017-2018 Financial Years”, can be carried over by the Cree Nation Government but only if they are used to further achieve results toward the objectives of this Agreement.

All unexpended funds carried over must be clearly identified in the financial reports provided by the Cree Nation Government.

This notwithstanding, no portion of the amounts granted for additional expenditures related to COVID-19 for the fiscal years covered by subsection 3.17 may be carried forward to a subsequent Fiscal Year.

5. Subsection 3.17 of the Agreement is replaced by the following:

3.17 **Funding for expenditures related to COVID-19**

For the following fiscal years, exceptional funding, distinct from the funding set out in subsection 3.2 and subsection 3.6, is granted to cover additional expenditures, for the EPPF, related to COVID-19.

For Fiscal Year 2020-2021: additional maximum funding of \$312,576.40

For Fiscal Year 2021-2022: additional maximum funding of \$103,570.82

In accordance with this subsection, funding for COVID-19 related expenditures will be allocated by the Cree Nation Government as deemed necessary to meet its needs related to the COVID-19 pandemic, as set out in Schedule 4. The maximum respective contributions of Canada and Québec are established according to the following ratio: fifty-two percent (52%) for Canada and forty-eight percent (48%) for Québec.

The following amounts are used to cover expenditures related to COVID-19 :

For Fiscal Year 2020-2021

\$162,539.73 for Canada;

\$150,036.67 for Québec.

For Fiscal Year 2021-2022

\$53,856.83 for Canada;

\$49,713.99 for Québec.

Payments covering expenditures related to COVID-19 provided for in subsection 3.17 shall be made only after verification and approval by Canada and Québec of the supporting documents submitted by the Cree Nation Government in support of the eligible expenditures presented in Schedule 4.

6. Schedule 4 of the Agreement is replaced by enclosed Schedule 4.
7. 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.
8. 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:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Date

By: Director, Programs,
Public Safety Canada

Digitally signed by Gilbert, Anne
Date: 2022.03.21 10:48:58 -04'00'

The GOUVERNEMENT DU QUÉBEC

Date

By: The sous-ministre de la Sécurité publique

Date

By: The secrétaire général associé aux Affaires autochtones

Date

By: The secrétaire général associé aux Relations canadiennes

The CREE NATION GOVERNMENT

March 26, 2022

Date

By: Chair

The GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)

March 26 / '22

Date


By: Deputy Grand Chief


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


HER MAJESTY THE QUEEN IN RIGHT OF CANADA

<hr/>	By:	<hr/>
Date		Director, Programs, Public Safety Canada

The **GOVERNEMENT DU QUÉBEC**

<hr/>	By:	<hr/>
2022-03-25		
Date		The sous-ministre de la Sécurité publique

<hr/>	By:	<hr/>
28 mars 2022		
Date		The secrétaire général associé aux Affaires autochtones

<hr/>	By:	<hr/>
28 mars 2022		
Date		The secrétaire général associé aux Relations canadiennes

The **CREE NATION GOVERNMENT**

<hr/>	By:	<hr/>
Date		Chair

The **GRAND COUNCIL OF THE CREES (EYYOU
ISTCHEE)**

<hr/>	By:	<hr/>
Date		Deputy Grand Chief

SCHEDULE 4
ADDITIONAL AMOUNTS EXCEPTIONALLY
GRANTED IN RESPONSE TO COVID-19

1. Fiscal Year 2020-2021

Description	Costs
Pay and benefits	\$226,756.69
Police equipment	\$42,228.61
Professional fees	\$43,591.10
Total	\$312,576.40

2. Fiscal Year 2021-2022

Description	Costs
Pay and benefits	\$70,000.00
Police equipment	\$13,570.82
Professional fees	\$20,000.00
Total	\$103,570.82