AMENDMENT CONTRIBUTION AGREEMENT NUMBER 1
AGREEMENT ON THE PROVISION OF POLICING SERVICES
IN THE COMMUNITY OF LISTUGUJ
FROM APRIL 1, 2018 TO MARCH 31, 2019

AMONG:

LISTUGUJ MI'GMAQ GOVERNMENT
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 GOVERNMENT OF QUEBEC
represented by the ministre de la Sécurité publique,
the ministre responsable des Relations canadiennes
et de la Francophonie canadienne and the ministre
responsable des Affaires autochtones
(hereinafter referred to as "Quebec")

(hereinafter collectively referred to as the "Parties")

WHEREAS the Parties entered into an Agreement on August 23rd, 2018, entitled Agreement on the provision of policing services in the community of Listuguj for the period from April 1, 2018 to March 31, 2019 (hereinafter called the "Original Agreement") under the First Nations Policing Program.

WHEREAS Canada shall provide its share of the funding contribution provided for in this Agreement, in accordance with the First Nations Policing Services Program (FNPP) and in accordance with its policies and procedures.

WHEREAS the Parties wish to amend the Original Agreement in conformity with paragraph 6.3.

WHEREAS this Amendment is to extend the term of the agreement by one year, to add funding for fiscal year 2019-2020 and to withdraw the upper threshold of $100,000 for the purpose of the reallocation of funds.

CONSEQUENTLY, the parties agree as follows:

1. The Preamble and Schedule A 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 1.4.4 of the Original Agreement is replaced by the following:

   1.4.4 The territory covered by this agreement is as follows:

   The Listuguj territory means that part of the Listuguj Mi'gmaq territory which is known as Listuguj Indian Reserve No. 1 including the lands described in the Order in Council of the Privy Council of Canada (P.C. 2012-829) approved on June 19, 2012 attached as Schedule F. For greater certainty, it also includes Indian Lake Road, the section of Highway 132 between Riverside West and Dundee Road, the portion of Listuguj Indian Reserve No. 1 located at the entrance of the Inter-provincial Bridge and the portion of Listuguj Indian Reserve No. 1 covering a portion of the rue Principale from the entrance of the Inter-provincial bridge onto Caplan Road".

The Parties agree that if Canada, Quebec and the Council agree in writing to extend the territory, they shall discuss the amendments required to this Agreement to fund the policing services therein.

The territorial description applies strictly to this Agreement and is without prejudice to the respective positions of the Council, Canada and Quebec with regard to the community's territorial boundaries.

4. Paragraph 4.2.1 b) of the Original Agreement is replaced by the following:

   4.2.1 b) In accordance with the budget in Schedule A of this Agreement, at:

   $1,597,914 for Fiscal Year 2018-2019;
   $1,641,857 for Fiscal Year 2019-2020;

   totaling $3,239,771 for the agreement as a whole.

5. Paragraph 4.2.2 of the Original Agreement is replaced by the following:

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

   For each Fiscal Year, the respective contributions of Canada and Quebec are:

   a) For Fiscal Year 2018-2019:
      $830,915 for Canada;
      $766,999 for Quebec.

   b) For Fiscal Year 2019-2020:
      $853,766 for Canada;
      $788,091 for Quebec.

6. Paragraph 4.2.3 of the Original Agreement is replaced by the following:

   4.2.3 The Council shall respect the budget set out in Schedule A (Police Service Budget). However, it may reallocate funds between budget items, without authorization or preparing an amended budget, when the reallocation is less than twenty per cent (20%) of one of the amounts identified under one of the budget items in Schedule A.

7. Paragraph 4.2.4 of the Original Agreement is replaced by the following:

   4.2.4 If the reallocation is higher than amount indicated in 4.2.3, 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 Quebec.

8. Paragraph 4.3.2 of the Original Agreement is replaced by the following:

   4.3.2 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 following terms:

   fifty percent (50%) of its share, on May 1st and October 1st of each fiscal year covered by this Agreement.

9. Paragraph 4.3.3 of the Original Agreement is replaced by the following:

   4.3.3 The payment schedule for Quebec is as follows:
   For each fiscal year covered by this Agreement, Quebec shall pay the Council its annual contribution based on the following terms:

   fifty (50%) of its share, on June 1st and November 1st of each fiscal year covered by this Agreement.

10. Paragraph 6.10.1 of the Original Agreement is replaced by the following:

    6.10.1 This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from April 1, 2018 to March 31, 2020 unless it is terminated in accordance with subsection 6.6.

11. Paragraph 6.10.2 of the Original Agreement is replaced by the following:

SCHEDULE A

Police Service Budget

Revenues for Fiscal Year 2018-19
Agreement on the Provision of Police Services in the community of Listuguj

Government Funding	Amount
Public Safety Canada	$830,915.00
Government of Quebec	$766,999.00
Subtotal – Cash	$1,597,914.00
Total Government Funding	**$1,597,914.00**
Non-government Funding and other	
Subtotal – Cash	$0.00
Total Non-government Funding and other	**$0.00**
Total Revenues:	**$1,597,914.00**

Cash: actual dollar value or revenues/funding received

Eligible Expenses for Fiscal Year 2018-19
Agreement on the Provision of Police Services in the community of Listuguj

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Government of Quebec	Non Government Funding and other	Total
Administrative expenses	$33,826.00	$31,225.00		$65,051.00
Insurance	$15,600.00	$14,400.00		$30 000.00
IT and Communication Equipment	$24,849.00	$22,938.00		$47,787.00
Legal costs	$6,240.00	$5,760.00		$12,000.00
Pay and benefits	$524,538.00	$484,188.00		$1,008,726.00
Police Equipment	$87,542.00	$80,808.00		$168,350.00
Police facility cost	$27,300.00	$25,200.00		$52,500.00
Prisoners's Keep and Escort Expenses	$4,160.00	$3,840.00		$8,000.00
Professional fees	$26,000.00	$24,000.00		$50,000.00
Training and recruitment	$41,600.00	$38,400.00		$80,000.00
Transportation expenses and related equipment	$39,260.00	$36,240.00		$75,500.00
Subtotal – Cash	$830,915.00	$766,999.00	$0.00	$1,597,914.00
Total Expenditures:	**$830,915.00**	**$766,999.00**	**$0.00**	**$1,597,914.00**

Cash: actual dollar value or revenues/funding received

6.10.2 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31, 2020, to maintain the provisions of this Agreement, these provisions, except the sections regarding funding in Part IV, shall remain in force until a new agreement on the provision of policing services is entered into. Nonetheless, if such a new agreement is not entered into before March 31, 2021, the provisions of this Agreement will expire.

12. Schedule A (Police Service Budget) of the Original agreement is replaced with the attached Schedule A.

13. Schedule F (Maps of the territory) of the Original agreement is replaced with the attached Schedule F.

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

FOR THE COUNCIL,

Darcy Gray
CHIEF

March 7, 2019
Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

DIRECTOR, COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA

MAR - 5 2019
Signed on

FOR THE GOVERNMENT OF QUEBEC,

THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

28 MARS 2019
Signed on

and

THE MINISTRE RESPONSABLE DES RELATIONS CANADIENNES ET DE LA FRANCOPHONIE CANADIENNE

Signed on

and

THE MINISTRE RESPONSABLE DES AFFAIRES AUTOCHTONES

Signed on

6.10.2 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31, 2020, to maintain the provisions of this Agreement, these provisions, except the sections regarding funding in Part IV, shall remain in force until a new agreement on the provision of policing services is entered into. Nonetheless, if such a new agreement is not entered into before March 31, 2021, the provisions of this Agreement will expire.

12. Schedule A (Police Service Budget) of the Original agreement is replaced with the attached Schedule A.

13. Schedule F (Maps of the territory) of the Original agreement is replaced with the attached Schedule F.

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

FOR THE COUNCIL,

CHIEF

Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

DIRECTOR, COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA

Signed on

FOR THE GOVERNMENT OF QUEBEC,

THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

Signed on

and

THE MINISTRE RESPONSABLE DES RELATIONS CANADIENNES ET DE LA FRANCOPHONIE CANADIENNE

28/03/2019
Signed on

and

THE MINISTRE RESPONSABLE DES AFFAIRES AUTOCHTONES

Signed on

6.10.2 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31, 2020, to maintain the provisions of this Agreement, these provisions, except the sections regarding funding in Part IV, shall remain in force until a new agreement on the provision of policing services is entered into. Nonetheless, if such a new agreement is not entered into before March 31, 2021, the provisions of this Agreement will expire.

12. Schedule A (Police Service Budget) of the Original agreement is replaced with the attached Schedule A.

13. Schedule F (Maps of the territory) of the Original agreement is replaced with the attached Schedule F.

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

FOR THE COUNCIL,

CHIEF — Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

DIRECTOR, COMMUNITY SAFETY PROGRAMS
PUBLIC SAFETY CANADA — Signed on MAR - 5 2019

FOR THE GOVERNMENT OF QUEBEC,

THE MINISTRE DE LA SÉCURITÉ PUBLIQUE — Signed on

and

THE MINISTRE RESPONSABLE DES RELATIONS CANADIENNES ET DE LA FRANCOPHONIE CANADIENNE — Signed on

and

THE MINISTRE RESPONSABLE DES AFFAIRES AUTOCHTONES — Signed on 29 MARS 2019

Police Service Budget

Revenues for Fiscal Year 2019-20
Agreement on the Provision of Police Services in the community of Listuguj

Government Funding	Amount
Public Safety Canada	$853,766.00
Government of Quebec	$788,091.00
Subtotal – Cash	$1,641,857.00
Total Government Funding	**$1,641,857.00**
Non-government Funding and other	
Subtotal – Cash	$0.00
Total Non-government Funding and other	**$0.00**
Total Revenues:	**$1,641,857.00**

Cash: actual dollar value or revenues/funding received

Eligible Expenses for Fiscal Year 2019-20
Agreement on the Provision of Police Services in the community of Listuguj

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Government of Quebec	Non Government Funding and other	Total
Administrative expenses	$33,826.00	$31,225.00		$65,051.00
Insurance	$15,600.00	$14,400.00		$30,000.00
IT and Communication Equipment	$24,849.00	$22,938.00		$47,787.00
Legal costs	$6,240.00	$5,760.00		$12,000.00
Pay and benefits	$547,389.00	$505,280.00		$1,052,669.00
Police Equipment	$87,542.00	$80,808.00		$168,350.00
Police facility cost	$27,300.00	$25,200.00		$52,500.00
Prisoners's Keep and Escort Expenses	$4,160.00	$3,840.00		$8,000.00
Professional fees	$26,000.00	$24,000.00		$50,000.00
Training and recruitment	$41,600.00	$38,400.00		$80,000.00
Transportation expenses and related equipment	$39,260.00	$36,240.00		$75,500.00
Subtotal – Cash	$853,766.00	$788,091.00	$0.00	$1,641,857.00
Total Expenditures:	**$853,766.00**	**$788,091.00**	**$0.00**	**$1,641,857.00**

Cash: actual dollar value or revenues/funding received

SCHEDULE F

Territory – map and decree

Decree

CANADA
PRIVY COUNCIL • CONSEIL PRIVÉ

P.C. 2012-829
June 19, 2012

His Excellency the Governor General in Council, on the recommendation of the Minister of Indian Affairs and Northern Development, sets apart for the use and benefit of the Listuguj Mi'gmaq Government as an addition to Listuguj Indian Reserve in Quebec, the land described in the attached schedule, consisting of 338.997 hectares (837.679 acres), excluding mines and minerals.

CERTIFIED TO BE A TRUE COPY–COPIE CERTIFIÉE CONFORME

CLERK OF THE PRIVY COUNCIL–LE GREFFIER DU CONSEIL PRIVÉ

SCHEDULE

In the Province of Quebec

In the Registration Division of Bonaventure 2

In the Township of Mann, Ristigouche Range

1) An immovable property known and designated as being subdivision number seven of lot one and two (Lot 1&2-7).

   Subject to a real and perpetual servitude to install and maintain a transmission line, of right of way and accessories in favour of Commission hydroélectrique de Québec (Hydro-Québec), registered on July 27, 1972, at the Registry Office of Registration Division of Bonaventure 2, under number 31317.
   Mines and minerals excluded.
   Surface area of 72.562 hectares (179.305 acres).

2) An immovable property known and designated as being subdivision number two of lot three (Lot 3-2).

   No servitude recorded in the Land Register of Quebec.
   Mines and minerals excluded.
   Surface area of 1.456 hectares (3.598 acres).

3) An immovable property known and designated as being subdivision number three of lot three (Lot 3-3).

   Subject to a real and perpetual servitude of drainage of road 132 in favour of Her Majesty in right of the Province of Quebec, registered on June 11, 1980, at the Registry Office of the Registration Division of Bonaventure 2, under number 44810.
   Subject to a real and perpetual servitude of right of way and view in favour of The Restigouche Log Driving and Boom Company, registered on July 26, 1985, at the Registry Office of the Registration Division of Bonaventure 2, under number 53099.
   Mines and minerals excluded.
   Surface area of 1.117 hectares (2.760 acres).

4) An immovable property known and designated as being part of subdivision number four of lot one and two (part of lot 1&2-4).

   No servitude recorded in the Land Register of Quebec.

Mines and minerals excluded.
Surface area of 2.065 hectares (5.103 acres).

5) An immovable property known and designated as being part of subdivision number four of lot one and two (part of lot 1&2-4).

No servitude recorded in the Land Register of Quebec.
Mines and minerals excluded.
Surface area of 5.259 hectares (12.995 acres).

6) An immovable property known and designated as being part of subdivision number five of lot one and two (part of lot 1&2-5).

No servitude recorded in the Land Register of Quebec.
Mines and minerals excluded.
Surface area of 11.785 hectares (29.121 acres).

7) An immovable property known and designated as being part of subdivision number six of lot one and two (part of lot 1&2-6).

Subject to a real and perpetual servitude to install and maintain a transmission line and a communication line, of right of way and accessories in favour of Commission hydroélectrique de Québec (Hydro-Québec) registered on September 14, 1972, at the Registry Office of the Registration Division of Bonaventure 2, under number 31574.
Mines and minerals excluded.
Surface area of 84.561 hectares (208.955 acres).

8) An immovable property known and designated as being part of subdivision number seven of lot three (part of lot 3-7).

Subject to a real and perpetual servitude of drainage of road 132 in favour of Her Majesty in right of the Province of Quebec, registered on March 11, 1983, at the Registry Office of the Registration Division of Bonaventure 2, under number 49277.
Mines and minerals excluded.
Surface area of 0.200 hectare (0.494 acre).

9) An immovable property known and designated as being part of subdivision number eleven of lot three (part of lot 3-11).

Subject to a real and perpetual servitude of drainage of road 132 in favour of Her Majesty in right of the Province of Quebec, registered on March 11, 1983, at the Registry Office of the Registration Division of Bonaventure 2, under number 49277.

Mines and minerals excluded.
Surface area of 14.782 hectares (36.527 acres).

10) An immovable property known and designated as being part of subdivision number twelve of lot three (part of lot 3-12).

Subject to a real and perpetual servitude to install and maintain a transmission line and a communication line, of right of way and accessories in favour of Commission hydroélectrique de Québec (Hydro-Québec), registered on September 14, 1972, at the Registry Office of the Registration Division of Bonaventure 2, under number 31574.
Mines and minerals excluded.
Surface area of 145.210 hectares (358.822 acres).

11) An immovable property known and designated as being subdivision number two of lot one and two (lot 1&2-2)

No servitude recorded in the Land Register of Quebec.
Mines and minerals excluded.
According to the report by land surveyor Pascal Mercier, dated January 19, 2007 and recorded in his minutes under number 3172, this lot no longer exists following erosion by the Restigouche River. Therefore, it has no surface area.

12) An immovable property known and designated as being subdivision number three of lot one and two (lot 1&2-3).

No servitude recorded in the Land Register of Quebec.
Mines and mineral are excluded.
According to the report by land surveyor Pascal Mercier, dated January 19, 2007 and recorded in his minutes under number 3172, this lot no longer exists following erosion by the Restigouche River. Therefore, it has no surface area.

Lots 1&2 and 3 are subject to a real and perpetual servitude to install and maintain a transmission line, of right of way and accessories in favour of Commission hydroélectrique de Québec (Hydro-Québec), registered on April 15, 1966, at the Registry Office of the Registration Division of Bonaventure 2, under number 25326.

Lot 1&2 is subject to a real and perpetual servitude to install and maintain a transmission line, of right of way and accessories in favour of Commission hydroélectrique de Québec (Hydro-Québec), registered on November 11, 1966, at the Registry Office of the Registration Division of Bonaventure 2, under number 25942.

Lots 1&2 and 3 are subject to a real and perpetual servitude to install and maintain a transmission and distribution line, of right of way and accessories in favour of Coopérative d'électricité de Bonaventure (now known as Hydro-Québec), registered on August 9, 1960, at the Registry Office of the Registration Division of Bonaventure 2, under number 21163.

Total surface area of 338.997 hectares (837.679 acres).