

AMENDMENT NUMBER 5

TO THE AGREEMENT ON THE PROVISION OF POLICING SERVICES IN THE COMMUNITY OF GESGAPEGIAG FROM APRIL 1ST 2018 TO MARCH 31ST 2024

- AMONG:** **MICMACS OF GESGAPEGIAG BAND COUNCIL**
represented by the Chief
(hereinafter referred to as the “Council”)
- AND:** **HIS MAJESTY THE KING 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 Relations avec les Premières Nations et les Inuit 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 Relations avec les Premières Nations et les
Inuit and the secrétaire général associé aux Relations canadiennes
(hereinafter referred to as “Québec”)
- (hereinafter collectively referred to as the “Parties”)

PREAMBLE

WHEREAS the Parties entered into an Agreement on October 4, 2018, entitled Agreement on the Provision of Policing Services in the Community of Gesgapegiag for the period from April 1st 2018 to March 31st 2023 (hereinafter called the “Agreement”);

WHEREAS the Agreement includes any previous amendments made by way of an amendment signed by the Parties;

WHEREAS the Parties wish to amend the Agreement, in accordance with subsection 6.3 of this Agreement, in order to maintain the provision of policing services in the Community of Gesgapegiag, to extend the Agreement until March 31st, 2025; and to establish the amount of the contributions from Canada and Québec for Fiscal Year 2024-2025.

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 Agreement remain unchanged except as provided in the present Amendment.
3. The title of the Agreement is replaced by the following:

Agreement on the provision of policing services in the community of Gesgapegiag for the period from April 1st 2018 to March 31st 2025.

4. Sub-paragraph 4.2.1.b) of the Agreement is replaced by the following:

- b) in accordance with the budget in Schedule A (Police Service Budget) of this Agreement, at:

\$577,217.00 for Fiscal Year 2018-2019;

\$593,090.00 for Fiscal Year 2019-2020;

\$980,288.29 for Fiscal Year 2020-2021, of which a maximum of \$222,616.29 is for

expenditures related to COVID-19;

\$934,530.72 for Fiscal Year 2021-2022, of which a maximum of \$156,022.72 is for expenditures related to COVID-19;

\$1,319,995.00 for Fiscal Year 2022-2023;

\$1,356,295.00 for Fiscal Year 2023-2024;

\$1,393,593.00 for Fiscal Year 2024-2025

totaling \$7,155,009.01 for the agreement as a whole.

5. Sub-paragraph 4.2.2 g) is added the Agreement:

e) for Fiscal Year 2024-2025:

\$724,668.00 for Canada;

\$668,925.00 for Québec.

6. Schedule A of the Agreement is modified as follows and is attached to this Amendment: adding Fiscal Year 2024-2025.

7. Subsection 6.10 is replaced by the following:

6.10 DURATION OF AGREEMENT

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, 2025 unless it is terminated in accordance with subsection 6.6.

6.10.2 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31, 2025 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, 2026, the provisions of this Agreement will expire

8. 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.
9. The exchange of copies of this Amendment and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes.

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

FOR THE COUNCIL,


CHIEF

March 22-2024
Signed on

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA,

Walraven, Adrian
Digitally signed by Walraven,
Adrian
Date: 2024.03.28 16:10:47 -04'00'

DIRECTOR GENERAL,
INDIGENOUS AFFAIRS BRANCH
PUBLIC SAFETY CANADA

Signed on

FOR THE GOUVERNEMENT DU QUÉBEC,

THE SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

Signed on

and

THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS AVEC LES PREMIÈRES NATIONS
ET LES INUIT

Signed on

and

THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS CANADIENNES

Signed on

Schedule A
Police Service Budget

Revenues for Fiscal Year 2024-2025

Agreement on the Provision of Policing Services in the Community of Gesgapegiag

Government Funding	Amount
Public Safety Canada	\$724,668.00
Gouvernement du Québec	\$668,925.00
Subtotal – Cash	\$1,393,593.00
Total Government Funding	\$1,393,593.00
Non-government Funding and other	
Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$1,393,593.00

Eligible Expenses for Fiscal Year 2024-2025

Agreement on the Provision of Policing Services in the Community of Gesgapegiag

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Gouvernement du Québec Funding	Non- Government Funding and other	Total
Administrative expenses	\$55,196.00	\$50,951.00		\$106,147.00
Employee travel	\$16,993.00	\$15,686.00		\$32,679.00
Insurance	\$6,779.00	\$6,258.00		\$13,037.00
IT and communications equipment	\$9,528.00	\$8,795.00		\$18,323.00
Legal costs	\$2,672.00	\$2,466.00		\$5,138.00
Pay and benefits	\$539,213.00	\$497,736.00		\$1,036,949.00
Police equipment	\$18,483.00	\$17,062.00		\$35,545.00
Police facility costs	\$2,655.00	\$2,450.00		\$5,105.00
Police governance	\$2,672.00	\$2,466.00		\$5,138.00
Policing infrastructure expenditures	\$2,672.00	\$2,466.00		\$5,138.00
Prisoners' keep and escorts	\$255.00	\$235.00		\$490.00
Professional fees	\$2,633.00	\$2,431.00		\$5,064.00
Rent subsidies for housing of officers	\$24,825.00	\$22,915.00		\$47,740.00
Training and recruitment	\$14,933.00	\$13,785.00		\$28,718.00
Transportation expenses and related equipment	\$25,159.00	\$23,223.00		\$48,382.00
Subtotal – Cash	\$724,668.00	\$668,925.00	\$0.00	\$1,393,593.00
Total Expenditures:	\$724,668.00	\$668,925.00	\$0.00	\$1,393,593.00

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- AND:** **THE GOUVERNEMENT DU QUÉBEC**
represented by the ministre de la Sécurité publique, the ministre responsable
des Relations avec les Premières Nations et les Inuit and the ministre
responsable des Relations canadiennes et de la Francophonie canadienne
respectively acting by the sous-ministre de la Sécurité publique, the
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5. Sub-paragraph 4.2.2 g) is added the Agreement:

e) for Fiscal Year 2024-2025:

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6.10.2 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31, 2025 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, 2026, the provisions of this Agreement will expire

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FOR THE COUNCIL,

CHIEF

Signed on

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA,

DIRECTOR GENERAL,
INDIGENOUS AFFAIRS BRANCH
PUBLIC SAFETY CANADA

Signed on

FOR THE GOUVERNEMENT DU QUÉBEC,




THE SOUS-MINISTRE
DE LA SÉCURITÉ PUBLIQUE

2024-03-22

Signed on

and




THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS AVEC LES PREMIÈRES NATIONS
ET LES INUIT

2024-03-22

Signed on

and



THE SECRÉTAIRE GÉNÉRAL ASSOCIÉ
AUX RELATIONS CANADIENNES

2024-03-15

Signed on

Schedule A
Police Service Budget

Revenues for Fiscal Year 2024-2025

Agreement on the Provision of Policing Services in the Community of Gesgapegiag

Government Funding	Amount
Public Safety Canada	\$724,668.00
Gouvernement du Québec	\$668,925.00
Subtotal – Cash	\$1,393,593.00
Total Government Funding	\$1,393,593.00
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Subtotal – Cash	\$0.00
Total Non-government Funding and other	\$0.00
Total Revenues:	\$1,393,593.00

Eligible Expenses for Fiscal Year 2024-2025

Agreement on the Provision of Policing Services in the Community of Gesgapegiag

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Transportation expenses and related equipment	\$25,159.00	\$23,223.00		\$48,382.00
Subtotal – Cash	\$724,668.00	\$668,925.00	\$0.00	\$1,393,593.00
Total Expenditures:	\$724,668.00	\$668,925.00	\$0.00	\$1,393,593.00