

AGREEMENT

CONCERNING THE FINANCING OF BASIC PROFESSIONAL TRAINING
SET OUT IN THE DRAFT FIRE SAFETY COVER PLAN OF THE KATIVIK
REGIONAL GOVERNMENT

BETWEEN

THE GOUVERNEMENT DU QUÉBEC
represented by the Ministre de la Sécurité publique
and by the Ministre responsable des Affaires autochtones
hereinafter referred to as "Québec"

AND

THE KATIVIK REGIONAL GOVERNMENT
a legal person created in the public interest pursuant to the *Act respecting
Northern villages and the Kativik Regional Government* (R.S.Q., c. V-6.1) and
represented by its duly authorized Chairperson and Secretary, hereinafter referred
to as the "KRG"

PREAMBLE

WHEREAS subsection v) of section 2 of the *Act respecting Northern villages and the Kativik Regional Government* (R.S.Q., c. V-6.1) (Kativik Act) defines the Kativik territory as being all the territory of Québec located north of the 55th parallel, excluding the Category IA and IB lands intended for the Cree community of Great Whale River and designated as such under the *Act respecting the land regime in the James Bay and New Québec territories* (R.S.Q., c. R-13.1) or, meantime, under the *Act respecting Cree, Inuit and Naskapi Native persons* (R.S.Q., c. A-33.1);

WHEREAS section 8 of the *Fire Safety Act* (R.S.Q., c. S-3.4) provides that the KRG, in conjunction with the local municipalities that are part thereof and in compliance with the policies determined by the Ministre de la Sécurité publique (hereinafter the “Ministre”), must establish a fire safety cover plan determining fire protection objectives for their entire territory and the actions required to achieve those objectives;

WHEREAS under subsection 9 of section 173 of the Kativik Act, each Northern village may make by-laws within its territory to organize, maintain and regulate a fire department and fire brigade, as well as to appoint all officers necessary for the extinction and suppression of fires and for the protection of persons and property from fire;

WHEREAS the KRG has developed a draft fire safety cover plan, which it has submitted to the Ministre;

WHEREAS the KRG wishes to implement the actions in regards to the basic professional training of their firefighters as set out in its draft fire safety cover plan, and requires financial assistance for a period of five (5) years in order to do so;

WHEREAS the last paragraph of section 137 of the *Fire Safety Act* provides that the Ministre may, subject to the conditions determined by the Ministre, grant financial assistance to a regional or local authority for the establishment, amendment or revision of a fire safety cover plan or for the implementation of actions planned therein;

WHEREAS the mandate B.16 of the Agreement concerning the block funding for the Kativik Regional Government (Sivunirmut Agreement) provides that the KRG is required to offer technical assistance and training to the personnel assigned to civil security and fire safety in Northern villages;

WHEREAS under section 3.48 of the *Act respecting the Ministère du Conseil exécutif* (R.S.Q., c. M-30), this agreement constitutes an agreement relating to Native affairs which, in order to be valid, must be approved by the Gouvernement du Québec and signed by the Ministre responsable des Affaires autochtones in accordance with section 3.49 of that Act;

WHEREAS the KRG and the Northern villages are subject to the *Regulation respecting the conditions governing the exercise of functions within a municipal fire safety service* (R.R.Q. c. S-3.4, r.1), which requires, particularly in paragraph 2° of section 3 that a firefighter in charge of rescue response or fire suppression, and part of a fire safety service serving a population of less than 25,000 persons, hold a Pompier I certificate;

ACCORDINGLY, the parties agree as follows:

1. GENERAL PROVISIONS

1.1 Content of the agreement

This agreement, including the Preamble and the Appendix "A" (the KRG's draft fire safety cover plan) which form an integral part hereof, constitute all of the parties commitments and responsibilities. This agreement shall prevail over all previous documents, negotiations, agreements and commitments intended for the same purpose as the present agreement subject to section 1.5 of the present agreement. The parties acknowledge that they have received a copy of the appendix, have read it and undertake to comply with the standards and conditions set out therein.

1.2 Applicable legislation

This agreement shall be governed and interpreted in accordance with the laws and regulations in force in Québec.

1.3 Declaration of nullity, invalidity or inapplicability by a court of competent jurisdiction

If any provision of this agreement is declared to be null, invalid or inapplicable by a court of competent jurisdiction, the other provisions of this agreement shall continue to have their full effect, insofar as their effect does not depend on the provision declared to be null, invalid or inapplicable. Moreover, the parties agree to remedy such situation of nullity, invalidity or inapplicability as soon as possible, in such a manner as to achieve the objective of the said provision.

1.4 Legal scope of the agreement

1.4.1 This agreement shall not have the effect of recognizing, defining, modifying, limiting or creating ancestral or treaty rights, nor of infringing such rights. In addition, it shall not be interpreted as constituting an agreement or a treaty in the sense of section 35 of the *Constitution Act, 1982* (R.S.C. (1985), App. II, No. 44).

1.4.2 This agreement shall be binding upon the successors and assigns of the parties.

1.5 Complementary agreement

The parties agree that the present agreement is complementary to mandate B.16 of the Sivunirmut Agreement concluded March 31st, 2004 and does not infringe on its specific content regarding civil and fire safety.

2. PURPOSE OF THE AGREEMENT

The purpose of the present agreement is the granting of financial assistance for the basic professional training of firefighters, officers and directors of fire safety services on the Kativik territory as provided by the KRG's draft fire safety cover plan attached in Appendix A.

3. DUTIES OF THE KRG

3.1 To secure payment of the financial assistance, the KRG undertakes to:

- a) adopt the draft fire safety cover plan attached in Appendix A which includes the implementation plans adopted by the Northern villages concerned;
- b) obtain a certificate of compliance by the Ministre for this cover plan;

- c) in accordance with section 23 of the *Fire Safety Act*, adopt the fire safety cover plan certified by the Ministre.

3.2 The KRG also undertakes to:

- a) ensure that persons who exercise or will exercise functions within the fire safety services of Northern villages get the basic professional training provided for in the *Regulation respecting the conditions governing the exercise of functions within a municipal fire safety service*;
- b) use the financing provided in the present agreement to ensure the basic professional training of persons who exercise or will exercise functions within the fire safety services of Northern villages;
- c) make the expenses related to the basic professional training within the delays set forth in the certified and adopted fire safety cover plan, unless it is authorized by the Ministre under section 30.1 of the *Fire Safety Act* to extend those delays;
- d) comply, in the implementation of the present agreement, with the laws and regulations in force in Québec applicable to the execution of this agreement, and more specifically, with the *Fire Safety Act*.

4. FINANCING

- 4.1 Québec undertakes to pay annually, once the conditions set forth in section 3.1 are fulfilled, financial aid for a period of five (5) years to the amount of one hundred and twenty-five thousand dollars (\$ 125,000) to be applied to the basic professional training of persons who exercise or will exercise functions within the fire safety services of Northern villages during this same period.

The annual payments will be made June 1 of every fiscal year covered by this agreement.

- 4.2 The parties to the present agreement agree that, were costs related to the actions described in paragraph a) of section 3.2 to exceed those projected at the time of signature of the present agreement, the KRG will assume the additional costs.
- 4.3 The financing of the present agreement may be revised downwards by the Ministre if the actions described in the draft fire safety cover plan attached in Appendix A are modified in a way that reduces the expenses related to the basic professional training of persons who exercise or will exercise functions within the fire safety services of Northern villages prior to the issuance of a certificate of compliance. The same shall apply if the KRG, following the certification of its fire safety cover plan by the Ministre, asks the latter to authorize a change in the cover plan resulting in a reduction of expenses related to training.

The financing may also be revised downwards by the Ministre if less than two hundred and ten (210) persons (firefighters, officers and directors of fire safety services) take part in the basic professional training set out in the *Regulation respecting the conditions governing the exercise of functions within a municipal fire safety service* offered by the KRG during the period of five (5) years covered by the present agreement.

- 4.4 Any financial commitment by Québec is valid only if there is a sufficient balance available out of an appropriation against which the expenditure arising from the commitment may be charged in accordance with provisions of section 21 of the *Financial Administration Act* (R.S.Q., c. A-6.001).

5. REGISTERS, REPORTS AND AUDITS

- 5.1 The KRG undertakes to keep separate accounting so as to properly identify the expenditures connected with this agreement.

- 5.2 The KRG undertakes to provide to the Ministre all true and complete documents, copies of documents and information that the Ministre may require for the administration of this agreement.
- 5.3 The KRG also undertakes to submit an annual report to the Ministre, including in particular the state of progress of the training under way, a list of the trainings completed, and its audited financial statements as of June 1 of each year of this agreement.
- 5.4 The Ministre reserves the right to audit the expenses incurred by the KRG for the implementation of the actions as set out in paragraph a) of section 3.2. For this purpose, the KRG undertakes to make available to the auditors all books of account and registers relating to the actions described in that same paragraph, and to keep all the supporting documents relating to these for a period of ten (10) years.

6. USE OF THE FINANCIAL ASSISTANCE AND COMPLIANCE WITH CONDITIONS

The KRG understands and agrees that, in the event of its failure to comply with the provisions of the present agreement, the Ministre may, at his discretion, demand repayment of all or part of the financial assistance paid or suspend the payments provided for in section 4.1.

7. OVERPAYMENT

The KRG must repay to Québec any amounts that it may have unduly received, for example, through an administrative error. Such amounts must be repaid to Québec within thirty (30) days of becoming aware that the overpayments were made. Interest may be charged by Québec at the rate of interest set under the first sub-paragraph of section 28 of the *Act respecting the Ministère du Revenu* (R.S.Q., c. M-31), if the above time period is not respected.

Any excess amount may also be recovered by means of an offset deducted from any payment to be made by Québec.

8. LIABILITY

The KRG undertakes, on the one hand, to assume on its own any liability towards third parties and assume on its own the liability for any action, claim or demand the execution of the present agreement may cause and, on the other hand, not to hold the Ministre liable and to take up the defence of the Ministre, his representatives and the government in the event of any claim that may result from it and make sure that it be likewise for any contract granted to achieve the purpose of the present agreement.

9. COMMUNICATION

The parties agree that any public announcement of this agreement must respect the guidelines of a public communications strategy agreeable to both parties.

10. CONFLICT OF INTEREST

The KRG must avoid any situation creating a conflict between its interest and that of the Ministre, or creating the appearance of such a conflict, excluding however any conflict arising out of the interpretation or application of this agreement.

11. NO PARTNERSHIP

- 11.1 Neither the KRG nor any of its members must make any representation, through an agreement with any third party or otherwise, that could create the impression of being a partner, a mandatary or a party to a joint enterprise or an employee of Québec. Québec shall not be liable for any of the commitments undertaken by the KRG relating to this agreement, including, without limiting the generality of the preceding, loans, capital loans, or any other long-term obligation.
- 11.2 It is agreed that the persons hired following the conclusion of this agreement are and shall remain persons providing services to the KRG, and that no provision of this agreement shall have the effect of conferring upon the KRG, its members, its executives, its employees, its mandataries or its contractual agents, the status of executive, employee, worker or mandatary of Québec, or the status of a person acting in the framework of a partnership or joint enterprise with Québec.

12. TRANSFER

The rights and duties contained in this agreement may not be transferred, in whole or in part, without the written authorization of Québec, on pain of nullity.

13. DISPUTE SETTLEMENT

The parties undertake to foster the settlement of any dispute arising out of the interpretation or application of this agreement, in a spirit of conciliation, cooperation and harmony.

In the event of a dispute in the course of the execution of this agreement or regarding its interpretation, the parties undertake to seek an amiable solution to such dispute before exercising any recourse, and if need be, to call upon a third party, according to guidelines to be agreed upon, to assist them in reaching a settlement.

14. AMENDMENTS

This agreement may be subject to amendments, other than those set out in section 4.3, with the mutual written consent of both parties. In order to be valid, any amendment to this agreement must be made in writing and be signed by the parties or by their duly authorized representatives.

15. TERMINATION

The parties reserve the right to terminate this agreement if the other party fails to fulfill any of the terms, conditions or duties assumed by that party under this agreement.

In order to do so, a written notice of termination, stating any such reason for termination, must be sent by registered or certified mail to the other party, and the latter shall have a period of sixty (60) business days in which to rectify the fault stated in the notice, failing which the agreement shall be automatically terminated, with such termination taking full effect at the end of that period of sixty (60) days.

The KRG shall then be entitled to any fees, expenses and amounts representing the real value of services rendered and expenditures incurred in relation to the basic professional training, up to the date of termination of this agreement, but no other compensation or indemnity.

16. TERM OF THE AGREEMENT

This agreement shall be in force on the date of its signature by both parties and will take effect on April 1st, 2011 and end on March 31st, 2016.

The duties and provisions set out in clauses 1.2, 1.4, 5, 6, 7, 8, 12 and 16 shall continue to apply, notwithstanding the termination or expiry of the agreement.

17. REPRESENTATIVES OF THE PARTIES

For the purposes of the application of this agreement, including any approval that it requires, the Ministre designates the Directeur des affaires autochtones to represent him. Similarly, the KRG designates Director General, to represent it.

In the event that authorization replacement of the representative of a party should prove necessary, a notice to this effect shall be sent to the other party as soon as possible.

18. COMMUNICATION BETWEEN THE PARTIES

With the exception of a notice of termination as set out in section 15, any notice, request, information or other document required under this agreement shall be deemed to have been served if it is sent by facsimile or by mail. Any notice sent by facsimile shall be deemed to have been received one business day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

All notices must be mailed to the following addresses:

To Québec :

Ministère de la Sécurité publique
Direction des affaires autochtones
2525, boul. Laurier, 5^e étage
Tour du St-Laurent
Québec (Québec) G1V 2L2
Telephone: (418) 646-6777 poste 60032
Fax: (418) 646-1869

To KRG :

Kativik Regional Government
Director General
P. O. Box 9
Kuujjuaq (Québec) J0M 1C0
Telephone: (819) 964-2961
Fax: (819) 964-2267

Any change in the coordinates of a party must make the object of a notice to the other party.

FOR THE GOUVERNEMENT DU QUÉBEC,



THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

January 5th, 2011
date of signature



THE MINISTRE RESPONSABLE
DES AFFAIRES AUTOCHTONES


14 déc. 2010
date of signature

FOR THE KATIVIK REGIONAL GOVERNMENT,



THE CHAIRPERSON

November 8, 2010
date of signature



THE SECRETARY

November 8, 2010
date of signature