

**AMENDMENT MODIFYING THE AGREEMENT CONCERNING THE
FINANCING OF CERTAIN INFRASTRUCTURE AND EQUIPMENT SET OUT
IN THE DRAFT FIRE SAFETY COVER PLAN OF THE KATIVIK REGIONAL
GOVERNMENT**

BETWEEN 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”

AND 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”,

WHEREAS KRG and Québec have signed the Agreement concerning the financing of certain infrastructure and equipment set out in the draft fire safety cover plan of the Kativik Regional Government (hereinafter « Agreement »);

WHEREAS section 15 of the agreement provides that it may be subject to amendments with the mutual written consent of the parties;

WHEREAS KRG and Québec agreed to amend certain terms regarding the funding of the Agreement;

THE PARTIES agree as follows:

1. The Preamble and the appendix form an integral part hereof.
2. Section 3.4 of the Agreement is replaced by the following section:

“3.4 Expenditures shall be made according to the schedule and the financing allocations set out in Appendix A, unless the KRG obtains authorization from the Ministre under section 30.1 of the Fire Safety Act or unless this aspect of its fire safety cover plan is amended to that effect in compliance with that Act.

In the event that the schedule is moved forward and the actions set out therein are carried out in advance, the Ministre must be informed in writing before September First of the year in which the anticipated realization of actions is planned. If this information is not transmitted to the Ministre before the prescribed date, payment for the forestalled actions will be made as if the schedule was not moved forward and the actions were not carried out in advance.”

3. The Agreement is amended by inserting after section 3.4, the following section:

“3.5 The KRG undertakes to inform the Ministre in writing before the end of its fiscal year if the amount of expenditure set out in Appendix A for activities scheduled for the same fiscal year is lower than the actual expenditure.”
4. Section 3.5 of the agreement becomes section 3.6 where ever it appears :

“3.6 The KRG undertakes, in carrying out this agreement, to comply with the laws and regulations in force in Québec applicable to the execution of this agreement, and more specifically, with the *Fire Safety Act*. ”
5. Section 4.3 of the Agreement is replaced by the following section:

“4.3 Concerning expenses for the acquisition of emergency vehicles or for the construction of real estate assets, the KRG undertakes to obtain, for each year included in Appendix A where works and purchasing were made, a long-term loan with an amortization period of a total of fifteen (15) years. These loans can not total more than \$ 3,440,000, to which shall be added the interest incurred on the temporary financing and, if applicable, the costs of issuance and management of the loan to be contracted, but no other fees, costs or expenditures whatsoever. Each loan must be obtained within the year following the fiscal year of the KRG in which purchasing and works have been carried out.

For the other expenses, the KRG undertakes to obtain for each year referred to in Appendix A where purchasing and works were made, a loan with an amortization period of a total of five (5) years. These loans can not total more than \$ 2,000,000 to which shall be added the interest incurred on the temporary financing and, if applicable, the costs of issuance and management of the loan to be contracted, but no other fees, costs or expenditures whatsoever. Each loan must be obtained within the year following the fiscal year of the KRG in which the purchasing and works have been carried out.

The KRG must send documents of the costs of issuance and management of the loan to the Ministre within thirty (30) days following the conclusion of each loan contract.”

6. Section 4.4 of the Agreement is replaced by the following section:

“4.4 The Ministre undertakes to pay the KRG financial assistance corresponding to the amounts required to ensure the principal repayment of the loans, in an amount not to exceed \$5,440,000, to which shall be added the interest incurred on the temporary financing and the interest applicable to the long-term financing, as well as, if applicable, the costs of issuance and management of those loans.

For each loan obtained by KRG in accordance to section 4.3, the payment of the financial assistance will be made according to the repayment schedule determined by the Ministre des finances for each loan.

However, the Ministre may pay financial assistance for the cost of issuance and management of a loan during the government fiscal year in which these costs were incurred by the KRG.

For each loan referred to in section 4.3, the first payment shall be conditional on the submission by the KRG of proof, in a form to be agreed upon by the parties, confirming that the rules mentioned in section 4.1 have been respected and that the loans concerned have been obtained.

The Ministre may require proof that the loans made are still in effect and that the KRG is not in default, at any time during the term of this agreement. If the KRG should prove to be in default or if the loans should prove no longer to be in effect, the Ministre may, in particular, invoke section 6.2.”

7. The content of Appendix A is replaced by the content of the appendix to this amendment.
8. This amendment shall take effect on the day the last signature of either parties is affixed.

IN WITNESS WHEREOF, the parties have signed this Amendment :

FOR THE KATIVIK REGIONAL GOVERNMENT,



THE CHAIRPERSON MARCH 28, 2012
date of signature



THE SECRETARY MARCH 28, 2012
date of signature

FOR THE GOUVERNEMENT OF QUÉBEC,



THE MINISTRE DE LA SÉCURITÉ PUBLIQUE april 5th, 2012
date of signature

ET



THE MINISTRE RESPONSABLE DES
AFFAIRES AUTOCHTONES April 5, 2012
date of signature

Administration régionale Kativik
Schémas de couverture de risques en incendie
Prévisions des coûts

| Dépenses d'acquisition de véhicules et de construction d'actifs immobiliers par l'ARK sur une période de 5 ans financées par un emprunt de 15 ans | | | | | | |
|---|---------------------|-------------------|-------------|-------------|-------------|---------------------|
| Catégorie d'achat | Année 1 | Année 2 | Année 3 | Année 4 | Année 5 | Total |
| Véhicules d'intervention (4) | 1 040 000 \$ | - \$ | - \$ | - \$ | - \$ | 1 040 000 \$ |
| Casernes de pompiers (4) | 1 800 000 \$ | 600 000 \$ | - \$ | - \$ | - \$ | 2 400 000 \$ |
| Total | 2 840 000 \$ | 600 000 \$ | - \$ | - \$ | - \$ | 3 440 000 \$ |

| Dépenses de rénovation et d'achat d'équipements par l'ARK sur une période de 5 ans financées par un emprunt de 5 ans | | | | | | |
|--|------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| Catégorie d'achat | Année 1 | Année 2 | Année 3 | Année 4 | Année 5 | Total |
| Équipements d'intervention contre les incendies | - \$ | 280 000 \$ | 280 000 \$ | 140 000 \$ | | 700 000 \$ |
| Réparation des véhicules d'intervention (10) | 80 000 \$ | 80 000 \$ | 240 000 \$ | 240 000 \$ | 160 000 \$ | 800 000 \$ |
| Rénovation des casernes de pompiers (10) | - \$ | 50 000 \$ | 150 000 \$ | 150 000 \$ | 150 000 \$ | 500 000 \$ |
| Total | 80 000 \$ | 410 000 \$ | 670 000 \$ | 530 000 \$ | 310 000 \$ | 2 000 000 \$ |

| Année financière | Année 1 | Année 2 | Année 3 | Année 4 | Année 5 | Total |
|----------------------------|--------------|--------------|------------|------------|------------|--------------|
| Coûts par année financière | 2 920 000 \$ | 1 010 000 \$ | 670 000 \$ | 530 000 \$ | 310 000 \$ | 5 440 000 \$ |