

**AGREEMENT FOR ADDITIONAL FUNDING ON THE
PROVISION OF POLICING SERVICES
2014-2018**

AMONG

**The KATIVIK REGIONAL GOVERNMENT
represented by its Chairperson and by its Secretary
(hereinafter referred to as the "KRG")**

AND

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

WHEREAS the KRG, a legal person established in the public interest pursuant to the *Act respecting Northern Villages and the Kativik Regional Government* (CQLR, chapter V-6.1) (hereinafter referred to as the "Kativik Act"), Canada and Quebec concluded the *Agreement on the provision of police services in the Kativik region for the period April 1, 2014 to March 31, 2018* (hereinafter referred to as the "Tripartite Agreement");

WHEREAS the KRG is a municipality within the meaning of the *Police Act* (CQLR, chapter . P-13.1) and the Kativik Regional Police Force (hereinafter referred to as the "KRPF") is governed in particular by this statute;

WHEREAS, KRG and Québec agree to conclude an agreement of additional funding to maintain police services offered in Inuit communities of the Kativik region for a period of four years from April 1, 2014 to March 31, 2018, and this, in addition to commitments under the tripartite agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION PROVISIONS

- 1.1 The preamble is an integral part of this Agreement.
- 1.2 The provisions of the Tripartite Agreement shall apply to this agreement.
- 1.3 This Agreement does not have the effect of modifying the Tripartite Agreement.

2. FUNDING ARRANGEMENTS FOR POLICING SERVICES

- 2.1 Quebec agrees to provide an annual contribution of \$ 3 200 000 for each fiscal years which covers the period from April 1, 2014 to March 31, 2018, as additional funding to funding provided in Tripartite Agreement.

The maximum amount of additional funding of the policing service costs funded by Québec shall be established:

- a) by fiscal year beginning on April 1 of a calendar year and ending on March 31 of the subsequent calendar year, and
- b) in accordance with the budget in Schedule A of this Agreement, at:

\$3,200,000 for Fiscal Year 2014-2015;
\$3,200,000 for Fiscal Year 2015-2016;
\$3,200,000 for Fiscal Year 2016-2017;
\$3,200,000 for Fiscal Year 2017-2018;

totalling \$12,800,000 for this Agreement as a whole.

- 2.2 The KRG shall respect the budget set out in Schedule A (KRPB Budget) of this Agreement. At the end of each fiscal year, the KRG must notify in writing and submit an amended budget to Quebec, in the event that a reallocation of amounts between budget items, in the addition of a new eligible budget line or removal of an existing budget items has been done.
- 2.3 Budgetary reallocations shall be clearly identified in the audited annual financial statements referred to in paragraph 4.9.2 of the Tripartite Agreement.
- 2.4 The KRG may postpone at the next fiscal year, if necessary, budget deficits incurred during a fiscal year of the KRPB budget of the Schedule A of this Agreement.

This paragraph applies only to amounts paid according to the budget under this Agreement.

- 2.5 The financial contributions provided in paragraph 2.1 of this agreement does not cover the extra costs incurred by unforeseen, exceptional and unusual circumstances or in case of force majeure. If such expenses on police services were engaged, resulting in additional costs for the maintenance of order in the territory described in paragraph 1.4.3 of the Tripartite Agreement, the parties agree to meet and examine the situation and, if necessary, take appropriate arrangements to provide additional financial contributions, according to the conditions described in paragraph 3.3 of this Agreement.

3. TERMS OF PAYMENT OF CONTRIBUTIONS

- 3.1 Québec shall pay to KRG its additional contribution provided under section 2 of this Agreement in four equal instalments on June 1st, August 1st, November 1st, and February 1st for the fiscal years covered by this Agreement
- 3.2 Payment of February 1st of each fiscal year is conditional on the submission of documentary evidence showing that the amounts for the following budget items, presented in Schedule A of this Agreement were engaged:
- Specialized equipment for perimeter security.
 - Fingerprint transmission system.
 - Police vehicles.
- 3.3 Québec's contribution to the financing of the delivery of police services is conditional on the entry into force and maintenance of the Tripartite Agreement; it is also subject to the existence of the annual appropriation required, granted by the National Assembly to the Ministère de la Sécurité publique, to fund Aboriginal policing services for the fiscal year during which the payment of Quebec's contribution is likely to become due.
- 3.4 The parties agree that if the federal government provides additional funding within the framework of the Tripartite Agreement, Quebec can deduct amounts equivalent:
- from this Agreement; and
 - in the case where the sums available as a financial contribution under this Agreement are insufficient to compensate Quebec, at even to the tripartite agreement.

The KRG understands that the amounts so deducted would have the effect of altering the amounts to be paid as financial contribution under this Agreement or, if applicable, under the tripartite agreement

4. ALLOCATION OF EXPENSES AND ADMISSIBLE COSTS

- 4.1 The KRG must only allocate the contributions, obtained under this agreement, for expenses expected in the budget in Schedule A of this Agreement, and according the provisions of the paragraph 4.6.1 of the Tripartite Agreement. These expenses may not exceed what is provided in Schedule A of this Agreement.
- 4.2 The parties agree that only expenses referred to in paragraph 4.6.1 of the Tripartite Agreement are eligible under this Agreement.

5. OPERATIONAL PLANNING AND THE KRPF BUDGET

- 5.1 The KRG must provide to Québec within ninety (90) days following the date of entry into force of this Agreement :
- a strategic planning of the KRPF operations, for the next four years, establishing the guidelines and objectives in terms of management of police operations, human resources, material resources, infrastructure and activities in prevention;

- a budget planning of the KRPF operations, for the next four years, establishing financial targets for each budget item to reduce the growth in costs and to optimize the operations.

At the end of each fiscal year, the KRG must transmit its results to Québec in writing.

6. GENERAL PROVISIONS

- 6.1 The parties agree that the complementary contribution is provided in addition to the amount agreed in the *Agreement on the Funding of the Construction of Police Stations in the Northern Villages of Puvimittuq, Akulivik, Kangiqsualujjuaq, Umiujaq, Quaqtaq, Ivujivik (2002)*. Québec will continue to fund the amounts scheduled in that agreement according to the terms prescribed.
- 6.2 The present Agreement comes into force on the date of signature by all parties and covers the period from April 1st, 2014 to March 31st, 2018.

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

FOR THE KATIVIK REGIONAL GOVERNMENT,



THE CHAIRPERSON

Signed on

AND



THE SECRETARY

Signed on

FOR THE GOVERNMENT OF QUEBEC,


LA MINISTRE DE LA SÉCURITÉ PUBLIQUE


Signed on

and


LE MINISTRE RESPONSABLE DES AFFAIRES
AUTOCHTONES


Signed on

SCHEDULE A

KRPB Budget

Schedule A - Bilateral Agreement - Supplementary Budget for KRPB

Sources of Income	Amounts by fiscal years					Type of expenditures according to the Ledger
	2014-2015	2015-2016	2016-2017	2017-2018	Total	
Quebec funding (100 %)	\$3 200 000	\$3 200 000	\$3 200 000	\$3 200 000	\$12 800 000	
Proposed budget items * (Eligible expenditures)						
Salaries and benefits	\$502 668	\$523 314	\$558 711	\$553 504	\$2 138 197	Salaries, Salary Premiums, Fringe Benefits, Holidays/Other pay, RRSP cost, Employer Contribution, Group Insurance Employer Contribution, CSST - CCO, Relocation, Cargo/CLD/Other ben, Annual Leave Trips, Overtime
Deficit resorption and administrative expenses	\$470 971	\$470 971	\$470 971	\$470 971	\$1 683 884	Accumulated deficit, Other settlement seizure, Search & Rescue, Financing charges
Police equipment	\$234 044	\$130 650	\$254 000	\$234 000	\$852 694	Purchase of Materials, Computer Expenses and licences, Office Equip Fixed Rental, Maintenance equipment, Office supplies, library & publications
Specialized equipment for perimeter security (Note-1)	\$0	\$103 350	\$0	\$0	\$103 350	
Fingerprint transmission system (note-1)	\$0	\$30 000	\$0	\$0	\$30 000	
Expenses for transportation and related equipment	\$333 038	\$391 000	\$331 000	\$331 000	\$1 386 038	Maintenance & Repair Vehicle, Fuel - Vehicle, Gas - Vehicle Parts, Licence and Plates - Vehicle, Vehicle Rental, Transfer to department (Vehicles repairs), Shipping Expenses
Police vehicles (Note-1)	\$240 000	\$240 000	\$240 000	\$240 000	\$960 000	Vehicle purchase
Expenses related to travel (roundtrip) in remote areas	\$30 626	\$30 000	\$30 000	\$30 000	\$120 626	Travel Airfare, Travel Expenses, Airfare & Expenses - Court
Expenses related to guarding and transportation of detainees	\$796 727	\$743 145	\$777 748	\$802 955	\$3 120 575	Contribution - Prison Guarding Services, Contribution - Transportation of Detained Persons (part of)
Expenses related to communications and information technology equipment and related expenses	\$107 570	\$107 570	\$107 570	\$107 570	\$430 280	Translation costs, Teleconferencing
Rent subsidies for police officers housing	\$8 000	\$8 000	\$8 000	\$8 000	\$32 000	Purchase of housing furniture
Expenditures for police infrastructure	\$305 960	\$302 000	\$302 000	\$302 000	\$1 211 960	Maintenance and repair police infrastructures and office furniture
Insurance premiums	\$20 396	\$20 000	\$20 000	\$20 000	\$80 396	Insurance
Professional fees	\$150 000	\$100 000	\$100 000	\$100 000	\$450 000	General Contracts
Total proposed allowable expenses	\$3 200 000	\$3 200 000	\$3 200 000	\$3 200 000	\$12 800 000	

Note-1: Supporting documents showing that the amounts requested are incurred before February 1 payment of each fiscal year must be produced.