

**Amendment #3 to the Agreement concerning
Block Funding for the Kativik Regional Government**

Between the **Kativik Regional Government**, constituted under Section 239 of the *Act respecting Northern Villages and the Kativik Regional Government* (R.S.Q., Chapter V-6.1), represented by its Chairperson, Ms. Maggie Emudluk, and by its Secretary, Ms. Ina Gordon

hereinafter referred to as “KRG”

And the **Gouvernement du Québec**, represented by the ministre délégué aux Affaires autochtones, Mr. Geoffrey Kelley

Hereinafter referred to as “Québec”

PREAMBLE

Whereas the Gouvernement du Québec and Kativik Regional Government signed, on March 31st, 2004, the *Agreement Concerning Block Funding for the Kativik Regional Government*, hereinafter the “Sivunirmut Agreement” ;

Whereas Section 5 of the Sivunirmut Agreement provides that if, during its term, Québec wishes to transfer to the KRG the management of an existing program or measure, and if the KRG accepts the responsibility for delivering this measure or program according to the terms and conditions of the Sivunirmut Agreement, Appendix B of the latter and the funding of the KRG can be amended during the current financial year of the KRG or, at the latest, during the following financial year of the KRG;

Whereas the ministère des Transports (MTQ) and the KRG are in favor of including into the Block Funding of KRG, as of April 1st 2006, the existing funding provided by the MTQ to the KRG for adapted transportation of handicapped persons and for certain basic public transit services;

Whereas the funding granted to the KRG in 2005-2006 by the MTQ for adapted transportation of handicapped persons and for certain basic public transit services totals five hundred sixty six thousand and seven hundred and three dollars (\$566,703);

Whereas Québec and KRG had recent discussions on the implementation of Section 4 of the Sivunirmut Agreement concerning the annual indexation rate, the number of annual payments of the Block Funding and the designation of the representative of KRG as regards the mandate concerning the community reintegration officers;

Whereas these discussions show that the existing four annual payments force the KRG, which financial year ends on December 31st, to keep a receiving account for the annual payment of January which represents, for Québec, the fourth and final installment of the Block Funding for each financial year of the government, in order to adjust the four payments of the Sivunirmut Agreement to the different years of Québec and KRG;

Whereas there is good reason to simplify and to make more efficient the payment of the Block Funding in reducing from four to three the number of annual installments, while taking into account the annual indexation, any other adjustment flowing from the implementation of the indexing formula described in Appendix D as well as the financial years of Québec and KRG;

Whereas the designation of the representative of KRG as regards the mandate of the community reintegration officers has to be modified;

Whereas Section 11 of the Sivunirmut Agreement provides that the latter may be amended with the agreement of the Parties.

Therefore the Parties agree as follows:

1. Section 4 of the Sivunirmut Agreement is amended again by:

- inserting the following paragraph after the third paragraph:

“On April 1st, 2006, Québec undertakes to add to the amount of the first paragraph the funding of five hundred sixty six thousand and seven hundred and three dollars (\$566,703) allocated to the KRG by the MTQ during the 2005-2006 fiscal year for adapted transportation of handicapped persons and for certain basic public transit services.”;

- replacing the fourth paragraph by the following one:

“On January 1st 2007, and for the duration of the Agreement, the sum obtained by adding the amounts indicated in the first, second, third and fourth paragraphs shall be adjusted annually according to the formula described in Appendix D.”;

- replacing the fifth paragraph by the following one:

“The amounts scheduled annually will be paid in four equal installments to be made on April 15th, July 15th, October 15th and January 15th of each year. However, as from April 2006, these amounts will be paid in three equal installments to be made on April 15th, July 15th and December 15th of each year. Continuity in paying the subsidy is conditional to the fulfillment, by KRG, of the obligations mentioned in the Agreement.”.

2. The first paragraph of Sub-section E of Section 6 of the Sivunirmut Agreement is replaced by the following one:

“The KRG must treat the Goods and Services Tax (GST) and Québec Sales Tax (QST) linked to the amount indicated in Section 4 and the mandates of Appendix B in compliance with the Letter of interpretation issued by the ministère du Revenu du Québec dated November 27th, 2003, amended on January 29th, 2004, March 30th, 2004, February 24th, 2005 and on February 8, 2006, and sent by the deputy minister of the ministère du Revenu du Québec.”.

3. The second paragraph of Section 15 of the Sivunirmut Agreement is repealed.

4. Appendix B of the Sivunirmut Agreement is amended by deleting the word “Assistant” on the first line of the second paragraph of Section 3 of mandate B.1 COMMUNITY REINTEGRATION OFFICERS.

5. Appendix B of the Sivunirmut Agreement is amended by adding the mandate described in the appendix of this Agreement.

In accordance with the Letter of interpretation mentioned in Section 3 of this Agreement, the order in which the mandates of Appendix B of the Sivunirmut Agreement appear is as follows:

Appendix B – Mandates and obligations of the KRG
Part One

Mandates provided within the context of services to be carried out for the government of Québec:

- B.1 Community reintegration officers
- B.2 Northern airports – Operations and maintenance
- B.3 Northern airports – Marking system
- B.4 Wildlife protection assistants
- B.5 Pingualuit Park Operation
- B.6 Development of parks
- B.7 Income security
- B.8 Manpower training and development services and measures adapted to the Kativik Region
- B.9 Daycare centers – Management of the program and operation of childcare centers
- B.10 Environment follow-up in the Northern villages of the Kativik Region
- B.11 Logistic support for guard services

Appendix B – Mandates and obligations of the KRG
Part Two

Mandates for which the KRG receives a subsidy:

- B.12 General administration of the KRG, municipal mandates, land use planning and assistance to Northern villages
- B.13 Civil security and fire prevention
- B.14 Regional recreational and sports units, and vacation camps
- B.15 Regional Conference of Elected Officers
- B.16 Local Development Center
- B.17 Para-Transit services for the disabled and certain basic public transit services

6. The fifth paragraph of Section 4 of Appendix D of the Sivunirmut Agreement is replaced by the following:

“This retroactive payment of this retroactive withholding will extend over the three installments of the months of April, July and December of the financial year that follows the year of the revision.”.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED ON MARCH 31ST, 2006:

For the Gouvernement du Québec:

GEOFFREY KELLEY,
Ministre délégué aux Affaires autochtones

For Kativik Regional Government:

MAGGIE EMUDLUK,
Chairperson

INA GORDON,
Secretary

APPENDIX

Appendix B – Mandates and obligations of the KRG
Part Two

B.17 PARA-TRANSIT SERVICES FOR THE DISABLED AND CERTAIN BASIC PUBLIC TRANSIT SERVICES

1. Purpose

The mandate seeks to support, on the territory of the 14 northern villages of the Kativik Region, a para-transit service for the disabled under the provisions of the Programme d'aide gouvernementale au transport adapté aux personnes handicapées (Government para-transit assistance program) of the ministère des Transports du Québec (MTQ) and a public transit service within the context of the provisions stipulated in the Programme de transport collectif en milieu rural (Rural area public transit program) of the MTQ.

2. Obligations of the KRG

The KRG undertakes to:

Para-transit services

- offer throughout the territory of the 14 northern villages of the Kativik region a para-transit service adapted to the needs of eligible disabled persons for a service delivery of a minimum of 13,000 hours;
- make sure that each northern village provides the para-transit service by means of a vehicle (of the adapted minibus type capable of accommodating one person in a wheelchair and six (6) ambulatory persons) and a driver, see to the maintenance, and assume all the expenses related to the vehicle.
- equip each northern village with a wireless telephone communication system.
- ensure the administration of the service throughout the territory as well as the dispatching of calls;
- provide technical assistance and training to the personnel in charge of para-transit services for the disabled;
- make sure that the eligibility criteria found in the eligibility policy of the Programme d'aide gouvernementale au transport adapté aux personnes handicapées (Government para-transit assistance program) of the MTQ are applied while being adapted to regional specificities;
- send the MTQ a sheet describing the organization mandated to ensure para-transit services for the disabled;
- submit to the MTQ on an annual basis a statistical report that meets the requirements of section five of this mandate.

Public transit in a rural setting

- offer a public transit service throughout the territory of the 14 northern villages of the Kativik region;
- provide technical assistance and training to the personnel in charge of public transit services.

3. Obligation of Québec

Québec, by way of the MTQ, undertakes to provide the KRG with the necessary technical support to carry out this mandate.

Appendix B – Mandates and obligations of the KRG
Part Two

4. Subcontracting and assignment

The KRG can avail itself of subcontracting services to carry out this mandate, but it remains responsible for the rights and obligations found herein.

The rights and obligations found in this mandate cannot be assigned, sold or otherwise conveyed without the authorization of the MTQ.

5. Performance reporting

The annual report of the KRG will have to indicate the main activities carried out within the context of this mandate.

The statistical report related to the para-transit service will have to itemize and break down for each of the northern villages the information on the trips made during the year and include the number of eligible persons as well as the number of annual trips made for work-related reasons and the number of annual trips related to other purposes.

6. Representative of the parties

For the purposes of this mandate, the ministre des Transports designates the Director of the Abitibi-Témiscamingue-Nord-du-Québec region to represent him.

Similarly, the KRG designates its Director of Transportation Services.

In the event that a party wishes to change its representative, it shall notify the other party at least ten (10) days prior to the effective date of change.