

**Amendment No. 6 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., c. V-6.1), represented by its Chairperson, Ms. Maggie Emudluk, and by its Secretary, Ms. Ina Gordon

hereinafter referred to as the “KRG”

And The **Gouvernement du Québec**, represented by the ministre responsable des Affaires autochtones, Mr. Pierre Corbeil

hereinafter referred to as “Québec”

PREAMBLE

Whereas Québec and the KRG signed, on March 31st, 2004, the *Agreement concerning Block Funding for the Kativik Regional Government*, hereinafter referred to as the “Sivunirmut Agreement”;

Whereas Section 11 of the Sivunirmut Agreement provides that the latter may be amended with the agreement of the parties and, concerning Appendix B, with the agreement of the concerned departments or agencies;

Whereas Order in Council No. 600-2009 adopted on May 27, 2009 excludes from government approval any agreement signed by Québec amending Appendix B of the Sivunirmut Agreement to adjust the content of its mandates in order to comply with the laws, regulations, policies and programs that govern them;

Whereas Québec and the KRG deem necessary to adapt Mandate B.5 concerning Parc national des Pingualuit in order to comply with the works already done within the operation of this park and with Mandate B.12 concerning Parc national Kuururjuaq;

Whereas Québec and the KRG deem necessary to adapt Mandate B.6 concerning the development of parks in order to comply with the Québec policy regarding national parks.

Therefore the parties agree as follows:

1. Mandate B.5 of Appendix B of the Sivunirmut Agreement is replaced by the appendix of this agreement.
2. The second paragraph of Section 1 of Mandate B.6 of Appendix B of the Sivunirmut Agreement is replaced by the following:

“The carrying out of the studies related to the acquisition of knowledge for the parc national de la Baie-aux-Feuilles et des Monts-Pyramides project as described in the Action Plan;”.
3. Section 3.1 of Mandate B.6 of Appendix B of the Sivunirmut Agreement is modified by adding the following paragraph at the end of this Section:

“10. Develop, in cooperation with the MDDEP, a corporate image of the parks network of the Kativik Region that reflects its inclusion within the network of national parks of Québec.”.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED TWO COPIES, IN FRENCH AND IN ENGLISH:

For the Gouvernement du Québec:

PIERRE CORBEIL,
Ministre responsable des Affaires autochtones

Signed in _____ on _____

For the Kativik Regional Government:

MAGGIE EMUDLUK,
Chairperson

INA GORDON,
Secretary

Signed in _____ on _____

Signed in _____ on _____

APPENDIX

B.5 OPERATION OF PARC NATIONAL DES PINGUALUIT

1. Description of the mandate

Pursuant to section 8.1.1 of the *Parks Act* (R.S.Q., c. P-9), the Minister of Sustainable Development, Environment and Parks (MDDEP) entrusts the Kativik Regional Government (KRG) with the management of operations, activities and services of Parc national des Pingualuit. To that effect, the Minister delegates to the KRG the power to provide services, including maintenance services, and to organize activities necessary for the park's operations, both inside and outside the park, and in this latter case, subject to the applicable legal provisions. The MDDEP and the KRG agree to update the Pingualuit Agreement reached between the KRG and the Société de la faune et des parcs du Québec on March 23, 2004, in order to delegate to the KRG, pursuant to section 6 of the *Parks Act*, the power to carry out development, capital and maintenance work in Parc national des Pingualuit, which is likely to maintain or improve the quality of the park, and the power to carry out such work outside the park, if it is necessary for the park's operations, and in this latter case, subject to the applicable legal provisions.

These powers must be exercised in accordance with the provisions of the *James Bay and Northern Québec Agreement* (hereinafter the JBNQA), the *Parks Act*, the *Parks Regulation* ([2000] G.O. 2, 4598, no. 838) and its subsequent amendments, the *Politique sur les parcs* and the *Master Plan Parc national des Pingualuit*.

2. Definitions

For the purposes of this mandate, unless the context indicates otherwise, the following definitions apply:

- a) "Inuit" or "Inuit beneficiary (ies)" means Inuit person(s) within the meaning of the *Act respecting Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. A-33.1);
- b) "park" designates Parc national des Pingualuit established by the *Regulation respecting the Establishment of Parc national des Pingualuit* ([2003] G.O. 2, 5408, no. 1322);
- c) "territory" refers to the territory of the park as well as the facilities outside the park which are described in the master plan of the park and which are necessary for its operations.

3. On-the-job training budget

The funding provided under Section 4 of the Sivunirmut Agreement will cover the on-the-job training of managers and employees assigned to park operations.

4. Obligations of the KRG

The KRG undertakes to:

- a) provide services to manage the operations, activities and services of the territory, related to the park's operation;
- b) provide and organize activities and services in accordance with the *Master Plan Parc national des Pingualuit*, appended to the Pingualuit Agreement, and ensure the park's general up-keep;
- c) see to the implementation of the following plans:
 - the park's emergency measures plan;
 - the environmental and social monitoring plan related to the creation of the park, its development and park attendance;
 - the business plan, which includes:
 - a tourism development plan;
 - a marketing and communication plan for the park;
 - a park tourism guide allowing visitors to identify the boundaries of the park including the activity and accommodation sectors;

- the communication plan intended for the residents of the Northern Village of Kangiqsujuaq;
 - the heritage conservation plan;
 - the education plan;
 - the general training plan for park managers and employees;
- d) evaluate the results obtained at the time of the implementation of the plans listed in subsection c);
- e) see to the revision of the plans listed in subsection c) on the advice of the liaison committee established in section 6 of Mandate B.6 of the Sivunirmut Agreement. These plans will then be submitted to the MDDEP for information, except for the environmental and social monitoring plan which will be submitted to the MDDEP for approval;
- f) charge persons who access, circulate, stay, or practice an activity in the park, except for Inuit beneficiaries of the JBNQA who are exercising their harvesting right pursuant to the *Act respecting Hunting and Fishing Rights in the James Bay and New Québec Territories* (R.S.Q., c. D-13.1), the fees that are stipulated in the *Parks Regulation* or in any of its future amendments. The proceeds from these fees will go to the KRG;
- g) give priority to Inuit, in consideration of subparagraph 4 of the note that accompanies Schedule 6 of Section 6 of the JBNQA, a schedule introduced by section 23 of Complementary Agreement No. 6 signed in Montréal on August 19, 1980, and amended by Complementary Agreement No. 17 signed in Kuujuaq on August 29, 2003, when carrying out the obligations listed in subsections a) and b) of this section;
- h) work with Inuit cultural entities of the Kativik Region to identify the sites and places inside the park, which could be attributed a name appropriate to the Inuit culture of the Kativik Region, in order to submit the information to the appropriate authorities;
- i) submit to the MDDEP, in French, all of the texts, reports, documents and works pertaining to this mandate.

5. Obligations of the MDDEP

The MDDEP undertakes to:

- a) provide to the KRG the *Master Plan Parc national des Pingualuit* and any amendments or substitutions thereto: this master plan is appended to the Pingualuit Agreement to form an integral part thereof;
- b) provide to the KRG, according to its possibilities, any technical assistance that the MDDEP can make available in relation to the carrying out of this mandate;
- c) assume all expenses, including notably legal expenses and any convictions related to the carrying out of this mandate, over and above any sums of money or expenses covered by insurance policies mentioned in this mandate;
- d) work with Inuit cultural entities of the Kativik Region to identify the sites and places inside the park, which could be attributed a name appropriate to the Inuit culture of the Kativik Region, in order to submit the information to the appropriate authorities.

6. Representatives

The MDDEP designates the director of the Service des parcs de la Direction du patrimoine écologique et des parcs as its official representative for the purposes of the application of this mandate and the Pingualuit Agreement. The KRG designates its director of the Renewable Resources, Environmental and Land Use Planning Department, or any other person designated by said director, as its official representative for the purposes of the application of this mandate and the Pingualuit Agreement. If one of the Parties needs to replace a representative,

this party will find a replacement as soon as possible and will notify the other party in writing.

7. Harmonization committee

The harmonization committee set up at the time of the signing of the Pingualuit Agreement to ensure its implementation and that of this mandate and to provide the KRG, the MDDEP and the Makivik Corporation with all appropriate advice for the development of the park, is maintained.

The committee is composed of two representatives of the MDDEP, two representatives of the KRG, two representatives of the Northern Village of Kangiqsujaq, two representatives of the Nunaturlik Landholding Corporation of Kangiqsujaq, and one local representative of the Makivik Corporation. If necessary, resource persons can be invited to the meetings of the committee.

The committee will meet when necessary or, if possible, once every six (6) months and will periodically report to the MDDEP, to the KRG and to the Makivik Corporation on the results obtained and the difficulties encountered in implementing the Pingualuit Agreement and this mandate. It will give its opinion to the MDDEP, to the KRG and to the Makivik Corporation when a disagreement or legal dispute arises or when requests are made to amend the Pingualuit Agreement and this mandate. The committee will also serve as a forum to preclude conflict between harvesting right activities such as those defined in Section 24 of the JBNQA and park operation activities.

Committee meetings will be held in the territory of the Northern Village of Kangiqsujaq and at least one meeting annually will be public.

Expenses related to committee meetings will be paid for from the funds of the Sivunirmut Agreement, except for the accommodation and meal expenses of MDDEP representatives.

8. Assignment and subcontracting

The rights and obligations found in this mandate cannot be transferred, sold or otherwise assigned without the written authorization of the MDDEP. The KRG may, however, hire subcontractors to carry out this mandate but remains responsible for the rights and obligations contained herein.

9. Insurance

The KRG shall take out and maintain in force for the entire duration of this mandate a general civil liability insurance policy in the amount of at least five million dollars (\$5,000,000) for any claim, bodily injury, death, material damage or event incurred in the territory, for which the MDDEP and the KRG could be held liable whether individually or jointly.

In case of subcontracting, the general civil liability insurance of the KRG shall cover the work done by the subcontractor or otherwise, the KRG undertakes to stipulate in the contract entered into with the subcontractor the obligation incumbent upon the latter to take out and maintain in force an insurance policy equivalent to the one stipulated in this section.

The insurance certificates, a copy of which shall be sent to the MDDEP, will have to contain a clause stipulating that the policy cannot be cancelled or the coverage reduced without giving the MDDEP thirty (30) days prior notice.

If the KRG fails to take out and maintain in force such an insurance policy, the KRG will be responsible for every claim referred to in this section up to a maximum amount of five million dollars (\$5,000,000).