

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement

THIS AGREEMENT is dated APR 0 1 2011

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as
represented by the Minister of Indian Affairs and Northern
Development and Federal Interlocutor for Métis and Non-Status
Indians**

("Canada")

OF THE FIRST PART

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, as represented
by the Minister of Aboriginal Relations and
Reconciliation**

("British Columbia")

OF THE SECOND PART

AND:

**KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' FIRST
NATIONS, as represented by the
Ka:'yu:'k't'h'/Che:k'tles7et'h' Government**

(the "Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations")

OF THE THIRD PART

WHEREAS:

- A. The Maa-nulth First Nations Final Agreement provides that the Parties will negotiate a Fiscal Financing Agreement.

NOW THEREFORE in consideration of the premises and the covenants and agreements set out below, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1.0 DEFINITIONS

- 1.1 Words and expressions not defined in this Agreement but defined in the Maa-nulth First Nations Final Agreement have the meanings ascribed to them in the Maa-nulth First Nations Final Agreement.

- 1.2 In this Agreement:

“Agreement” means this Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement and the Schedules;

“Block Funding” means the annual aggregate amount of transfer payments to the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations under this Agreement to support the provision of Federally Supported Programs and Services;

“Constitution” means the Maa-nulth First Nation Constitution of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations referred to in the Maa-nulth First Nations Final Agreement;

“Effective Year” means the period commencing on the Effective Date and ending the following March 31;

“Eligible Student” means an Indian, ordinarily resident on Maa-nulth First Nation Lands, who is enrolled in and attending a federal, provincial, a private or independent school recognized by the province as an elementary or secondary institution, a band operated school, or a school operated by Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations;

“Federally Supported Programs and Services” means those Agreed-Upon Programs and Services described in Schedule A to this Agreement for which Canada has agreed to contribute Block Funding in accordance with this Agreement;

“Generally Accepted Accounting Principles” means the accounting principles generally accepted in Canada from time to time and, if the CICA Handbook – Accounting published by the Canadian Institute of Chartered Accountants or its successor includes a relevant statement of a principle or an accounting guideline, that statement will be considered conclusively to be an accounting principle or

guideline generally accepted in Canada;

"Implementation Activities" means those activities described in Schedule D for which Canada has agreed to provide Time Limited Federal Funding;

"Implementation Committee" means the committee established on the Effective Date in accordance with Chapter 27 Implementation;

"Indian Family" means:

- a. married individuals living together or individuals living together in a marriage-like relationship, with or without children, where at least one of those individuals is an Indian; or
- b. an Indian with children;

"Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Indian" means an individual who is registered or entitled to be registered as an Indian in relation to the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations;

"Ka:'yu:'k't'h'/Che:k'tles7et'h' Law" means a Maa-nulth First Nation Law of the Ka:'yu:'k't'h'/Che:k'tles7et'h' Government;

"Ka:'yu:'k't'h'/Che:k'tles7et'h' Government" means the Maa-nulth First Nation Government of the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations;

"Maa-nulth First Nations Final Agreement" means the Maa-nulth First Nations Final Agreement ratified by each Maa-nulth First Nation, Canada and British Columbia as amended from time to time;

"Own Source Revenue Agreement" means the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Own Source Revenue Agreement between the Parties dated with effect as of the same date as this Agreement, as amended or replaced from time to time;

"Parties" means the parties to this Agreement and "Party" means any one of them;

"Previous Fiscal Year" means the Fiscal Year immediately preceding the Fiscal Year in which a Block Funding amount is determined for the next Subsequent Fiscal Year;

"Provincial Funding" means the transfer payments from British Columbia to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations described in Schedule F to support the provision of Provincially Supported Programs and Services;

“Provincially Supported Programs and Services” means those Agreed-Upon Programs and Services described in Schedule E to this Agreement for which British Columbia has agreed to contribute Provincial Funding in accordance with Schedule F;

“Schedule” means a schedule to this Agreement;

“Subsequent Fiscal Years” mean the Fiscal Years following the Effective Year;

“Time Limited Federal Funding” means the aggregate amount of time limited payments from Canada to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations in accordance with Table 2 of Schedule B to support the provision of Implementation Activities; and

“Time Limited Provincial Funding” means the one-time payment from British Columbia to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations in accordance with paragraph F.4 in Schedule F.

2.0 TERM

- 2.1 This Agreement will commence on the Effective Date and, except if extended in accordance with paragraph 8.28, will end on March 31 of the Fiscal Year in which the seventh anniversary of the Effective Date occurs.
- 2.2 Where Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations is responsible for Implementation Activities that will continue beyond the term of this Agreement, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations responsibilities for those Implementation Activities will survive the expiration or termination of this Agreement and will continue in full force until and unless they are completed or by their nature expire.

3.0 FIRST NATION'S RESPONSIBILITIES

- 3.1 The Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations is responsible for ensuring, either directly or indirectly, the provision of Federally Supported Programs and Services, Implementation Activities, Provincially Supported Programs and Services and the fisheries functions and activities described in Schedule G in accordance with this Agreement.
- 3.2 Federally Supported Programs and Services and Provincially Supported Programs and Services provided directly or indirectly by Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will be delivered in compliance with Ka:'yu:'k't'h'/Che:k'tles7et'h' Law and any applicable Federal Law or Provincial Law.

- 3.3 If Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations chooses to have a third party education service provider deliver kindergarten, elementary or secondary level education programs and services contemplated by Schedule A, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will enter into an education service contract with that third party and will maintain the education service contract in good standing for the term of the contract. The education service contract will require that the third party providing the education program or service meets the requirements of the *School Act* and *Independent Schools Act* as applicable.
- 3.4 If Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations delivers public health programs, including immunization and communicable disease control contemplated by Schedule A, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure those programs are delivered in accordance with public health standards generally applicable in British Columbia.
- 3.5 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will develop, implement, maintain and report annually to Canada and British Columbia on an emergency preparedness and response plan.
- 3.6 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will maintain and replace physical works in a manner consistent with applicable Federal Law, Provincial Law, standards, codes and guidelines, including building, fire and safety codes.
- 3.7 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations may allocate and expend Block Funding as the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, in its discretion, determines.
- 3.8 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations may allocate and expend Time Limited Federal Funding on Implementation Activities as Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, in its discretion, determines.
- 3.9 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations may retain any unexpended Block Funding and is responsible for any expenditures related to the delivery of programs and services described in Schedule A in excess of the Block Funding.
- 3.10 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations is responsible for any expenditures related to the Implementation Activities described in Schedule D in excess of the Time Limited Federal Funding.
- 3.11 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations is responsible for any expenditures related to the delivery of Provincially Supported Programs and Services described in Schedule E in excess of the Provincial Funding.
- 3.12 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations may allocate and expend Time Limited Provincial Funding for the activities listed in paragraph E.5 of Schedule E as Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, in its discretion, determines.

- 3.13 Consistent with Chapter 13 Governance which requires that the Constitution provide for a system of financial administration with standards comparable to those generally accepted for governments in Canada, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will develop and maintain a management framework for the Time Limited Federal Funding identified in Schedule B, which will be designed to ensure that funds are prudently managed to support the one time and ongoing activities identified in Schedule D. This framework will address, among other things, the composition of an investment committee, statement of investment policy and conflict of interest guidelines for investment management. Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will report annually to Maa-nulth First Nation Citizens of the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations on the management of these funds.

4.0 FEDERAL FUNDING

- 4.1 Subject to the terms of this Agreement, Canada will make transfer payments to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations as follows:
- a. if the Effective Date is April 1, the transfer payment for the Effective Year will be the Effective Year Block Funding amount described in Table 1 and paragraph B.2 of Schedule B;
 - b. subject to paragraph 4.1(d) and 4.1(e), if the Effective Date is not April 1 of the Effective Year, the transfer payment for the Effective Year will be the Block Funding amount in paragraph 4.1(a), adjusted in accordance with paragraph B.3 of Schedule B;
 - c. subject to paragraph 4.1(d) and 4.1(e), for each Subsequent Fiscal Year, the transfer payment will be the Block Funding amount for the Fiscal Year described in Table 1 of Schedule B, adjusted in accordance with paragraph B.4 of Schedule B;
 - d. the transfer payment for each Subsequent Fiscal Year calculated in paragraph 4.1(c) will be reduced by the amount of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations federal own source revenue inclusion for the Previous Fiscal Year determined in accordance with paragraph 14.0 of the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Own Source Revenue Agreement; and
 - e. notwithstanding paragraph 4.1(d), the transfer payment to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations pursuant to paragraph 4.1(c) for Subsequent Fiscal Years will not be reduced below \$669,348, which amount will be adjusted in accordance with paragraph B.11 Schedule B to this Agreement.

- 4.2 The transfer payments to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will be paid by Canada in the following manner:
- a. for the transfer payment described in paragraph 4.1(a),
 - i. 25.3% within 10 business days of the Effective Date; and
 - ii. 8.3% on the first business day of each of the nine successive months commencing in May and ending in January of that Fiscal Year;
 - b. for the transfer payment described in paragraph 4.1(b), equal installments commencing on the first day of the month that starts on or after the Effective Date, and monthly thereafter until the end of the Effective Year; and
 - c. for the transfer payment described in paragraph 4.1(c),
 - i. 25.3% within 10 business days of April 1 of that Fiscal Year; and
 - ii. 8.3% on the first business day of each of the nine successive months commencing in May and ending in January of that Fiscal Year.
- 4.3 Subject to the terms of this Agreement, Canada will make payments of Time Limited Federal Funding to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations in accordance with Table 2 and paragraph B.7 of Schedule B.
- 4.4 Subject to the terms of this Agreement, Canada will make payments of fisheries funding to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations as follows:
- a. for the Effective Year the fisheries funding payment will be determined and paid in accordance with Table 1 and paragraphs G.3 and G.4 of Schedule G;
 - b. subject to paragraph 4.4(c), for each Subsequent Fiscal Year the fisheries funding payment will be determined and paid in accordance with Table 1 and paragraph G.5 of Schedule G; and
 - c. the fisheries funding payment for each Subsequent Fiscal Year calculated in paragraph 4.4(b) will be reduced by any amount of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations federal own source revenue inclusion for the Previous Fiscal Year not already deducted from transfer payments in accordance with paragraph 4.1.

5.0 PROVINCIAL FUNDING

- 5.1 Subject to the terms of this Agreement, British Columbia will make transfer payments to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations in accordance with Schedule F.
- 5.2 British Columbia will pay:
- a. the annual funding amount referred to in paragraph F.1 of Schedule F for the Effective Year within 10 business days of the Effective Date;
 - b. the annual funding amount referred to in paragraph F.1 of Schedule F for each Subsequent Fiscal Year within 10 business days of April 1; and
 - c. the one time funding amount referred to in paragraph F.4 of Schedule F within 10 business days of the Effective Date.

6.0 OTHER PROGRAM AND SERVICE ARRANGEMENTS

EMERGENCY PREPAREDNESS

- 6.1 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will have the same access to emergency preparedness training as is made available by Canada or British Columbia to other First Nations in the province of British Columbia, in addition to any other emergency preparedness training under laws of general application.
- 6.2 Canada and British Columbia will assist Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations in its preparation for emergencies on its Maa-nulth First Nation Lands in a manner consistent with federal or provincial assistance given to other First Nations in British Columbia.

EMERGENCY RESPONSE

- 6.3 In responding to emergencies other than wildfires, Canada will be responsible for costs associated with a response to emergencies on Maa-nulth First Nation Lands of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations coordinated by British Columbia, in a manner consistent with the federal or provincial assistance given to other First Nations in British Columbia, excluding:
- a. costs incurred by Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations in relation to a response to an emergency which is not coordinated by British Columbia; or
 - b. costs recoverable from a third party.

- 6.4 Eligibility for disaster financial assistance under the *Emergency Program Act* is not affected by this Agreement.

ADDITIONAL PROGRAMS AND SERVICES

- 6.5 At any time during the term of this Agreement, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations may notify Canada and British Columbia that it wishes to negotiate additional programs and services which would otherwise be provided to residents of British Columbia or provided to Indians by British Columbia or Canada.
- 6.6 Upon receiving such notice under paragraph 6.5, the Parties may negotiate additional programs and services and whether it is appropriate to include those programs and services in this Agreement or some other arrangement.
- 6.7 During the negotiation of a subsequent Fiscal Financing Agreement, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will notify Canada or British Columbia of any additional programs and services that it wishes to have included in a subsequent Fiscal Financing Agreement.

7.0 SEPARATE LIABILITIES

- 7.1 The obligations of Canada and British Columbia under this Agreement are several.
- 7.2 Notwithstanding any other provision of this Agreement, British Columbia is not subject to or bound by any obligations set out in Schedules A, B, C, D or G.
- 7.3 Notwithstanding any other provision of this Agreement, Canada is not subject to or bound by any obligation set out in Schedules E or F.
- 7.4 Notwithstanding any other provision of this Agreement, the amount of any transfer payment by British Columbia to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations in any Fiscal Year under this Agreement is subject to the appropriation of funds by the Legislature of British Columbia.
- 7.5 The obligation of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to provide Provincially Supported Programs and Services is contingent on receipt of funding from British Columbia in accordance with Part 5.0 of this Agreement.
- 7.6 If the amount of any transfer payment by British Columbia under this Agreement is reduced in accordance with paragraph 7.4 of this Agreement, British Columbia and Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will negotiate and attempt to reach agreement on any required amendments to this Agreement.

- 7.7 Notwithstanding any other provision of this Agreement, the amount of any transfer payment by Canada to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations in any Fiscal Year under this Agreement is subject to the appropriation of funds by the Parliament of Canada.
- 7.8 The obligation of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to provide Federally Supported Programs and Services and Implementation Activities is contingent on receipt of funding from Canada in accordance with Part 4.0 of this Agreement.
- 7.9 If the amount of any transfer payment by Canada under this Agreement is reduced in accordance with paragraph 7.7 of this Agreement, Canada and Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will negotiate and attempt to reach agreement on any required amendments to this Agreement.

8.0 GENERAL PROVISIONS

EXCEPTIONAL CIRCUMSTANCES

- 8.1 In any situation where exceptional circumstances arise which create financial pressures that would significantly impair the ability of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to meet its obligations set out in this Agreement, the Parties will, at the request of the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations:
- a. meet as soon as possible to review the exceptional circumstances and the impact on the ability of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to meet its obligations;
 - b. review potential funding sources or other assistance available to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to meet its obligations; and
 - c. decide what steps, if any, may be required by the Parties to address the impact of exceptional circumstances on the ability of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations to meet its obligations.
- 8.2 For further clarification, paragraph 8.1 is intended to address exceptional circumstances which were not reasonably foreseeable at the time this Agreement was entered into and which have a significant impact on Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations' performance of its obligations under this Agreement.

DISPUTE RESOLUTION

- 8.3 In the event that a dispute arises regarding the interpretation, application or implementation of this Agreement, including a breach or anticipated breach of this Agreement, the Parties agree to use the dispute resolution process set out in this Agreement to attempt to resolve the dispute.
- 8.4 The Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between the disputing Parties.
- 8.5 If the dispute is not resolved by informal discussion, a Party directly engaged in the dispute may refer the dispute to the Implementation Committee by delivering a written notice to the other Parties providing a concise summary of the matter in dispute.
- 8.6 For the purposes of disputes arising out of any provision of Schedules A, B, C, with the exception of mandatory health reports required under Provincial Law, D and G, British Columbia is not a "Party directly engaged in the dispute".
- 8.7 For the purposes of disputes arising out of any provision of Schedules E and F, Canada is not a "Party directly engaged in the dispute".
- 8.8 If the Implementation Committee fails to resolve the dispute within 45 days of the dispute being referred to it, or a longer period if the Parties agree in writing, the dispute will be dealt with in accordance with Chapter 25 Dispute Resolution and, for greater certainty, the dispute will be considered to be a "Disagreement" for the purposes of that Chapter.
- 8.9 The deliberations of the Implementation Committee in paragraph 8.5 will be considered to be "collaborative negotiations" for the purpose of the Chapter 25 Dispute Resolution and will be deemed to fully satisfy the requirements set out in 25.5.1 to 25.5.5 of that Chapter.
- 8.10 Nothing in this Agreement prevents a Party from commencing judicial proceedings at any time to prevent the loss of a right to commence proceedings due to the expiration of a limitation period, or to obtain interlocutory or interim relief that is otherwise available pending resolution of the dispute under this Agreement.
- 8.11 Where this Agreement provides that the Parties "will negotiate and attempt to reach agreement", those negotiations will be conducted as set out in Chapter 25 Dispute Resolution but none of the Parties are obliged to proceed to Stage Three of that Chapter.
- 8.12 Disputes arising under this Agreement may not be referred to and finally resolved by arbitration under Chapter 25 Dispute Resolution.

ACCOUNTABILITY

- 8.13 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure that accountability and reporting procedures are in place for the delivery of Federally Supported Programs and Services and Provincially Supported Programs and Services under the system of financial administration required under the Ka:'yu:'k't'h'/Che:k'tles7et'h' Constitution.
- 8.14 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will undertake program reporting to Canada in accordance with the reporting procedures set out in Schedule C.
- 8.15 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will provide reports referred to in reporting procedure C.2 of Schedule C to British Columbia.
- 8.16 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will undertake program reporting to British Columbia in accordance with Schedule E.
- 8.17 All accounts and financial statements required to be prepared under this Agreement will be maintained and prepared in accordance with Generally Accepted Accounting Principles.
- 8.18 The Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will, within 120 days following the end of each Fiscal Year, provide Canada and British Columbia with consolidated audited financial statements for the Fiscal Year for Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations prepared to a comparable standard to that generally accepted for governments in Canada.

INFORMATION EXCHANGE

- 8.19 The Parties will share, at no cost to each other, in a timely manner, information reasonably required from time to time for purposes of implementation, monitoring, and renewal of this Agreement. For greater certainty, this paragraph does not create any obligation to meet program reporting requirements in addition to those agreed to and set out in the Schedules to this Agreement.
- 8.20 At the written request of Canada, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will provide to Canada copies of public reports prepared by Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, or its agent or contractor, in relation to Federally Supported Programs and Services.

- 8.21 If British Columbia seeks information from Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations regarding the delivery of programs and services in this Agreement, British Columbia and Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will meet to discuss the information that British Columbia requests and should agreement be reached, the terms and conditions under which British Columbia would pay for the collection or reporting of such information.
- 8.22 Before making any substantive change to a social assistance program or service delivered by or for British Columbia, British Columbia will provide notice to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations regarding:
- a. the nature and purpose of the change, including a change to the type of assistance available, rates of assistance and conditions and criteria for eligibility; and
 - b. the anticipated date when any such change will take effect.
- 8.23 Before making any substantive change to a social assistance program or service delivered by or for Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, Ka:'yu:'k't'h'/Che:k'tles7et'h' Government will provide notice to British Columbia regarding:
- a. the nature and purpose of the change, including a change to the type of assistance available, rates of assistance and conditions and criteria for eligibility; and
 - b. the anticipated date when any such change will take effect.
- 8.24 If Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations is a member of a representative body and British Columbia has entered into an agreement with that representative body which provides for notification in respect of matters under paragraph 8.22, then British Columbia is deemed to satisfy its obligations under paragraph 8.22 once notification is provided by British Columbia to that representative body.
- 8.25 Unless British Columbia agrees otherwise, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will retain the information provided under paragraph 8.22 in strict confidence until such time as the new or amended policy or program information is publicly available.
- 8.26 Where there are individuals ordinarily resident on its Maa-nulth First Nation Lands who are not eligible for programs and services provided by Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations under this Agreement, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will facilitate the coordination of similar programs and services to those people provided by a provincial authority by sharing relevant information as appropriate, provided Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations has such information.

8.27 The Parties will collect, share and disclose information under this Agreement in a manner that:

- a. ensures the confidentiality of that information to the same extent as applies generally to other governments exchanging information on the provision of programs and services in the Province of British Columbia that are similar to those provided for in this Agreement; and
- b. is in accordance with applicable Federal Law and Provincial Law and paragraphs 1.17.1 to 1.17.5 of Chapter 1 General Provisions of the Maa-nulth First Nations Final Agreement.

SUBSEQUENT FISCAL FINANCING AGREEMENT

8.28 The Parties will negotiate and attempt to reach agreement on a subsequent Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement in accordance with the provisions of Chapter 18 Fiscal Relations, with negotiations to start eighteen months before the end of the term of this Agreement, or earlier if the Parties agree.

8.29 If the Parties do not reach agreement on a subsequent Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement by the end of the original term of this Agreement:

- a. this Agreement will continue in effect on the same terms and conditions for a period of two years after the end of the original term of this Agreement or until such time as the Parties reach agreement on a subsequent Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement, whichever is earlier; and
- b. Block Funding during the period in paragraph 8.29(a) will be adjusted each Fiscal Year during that period in accordance with adjustors in Schedule B for the Fiscal Year in which the Agreement was intended to originally expire.

DEFAULT AND REMEDIES

8.30 A Party will be in default of this Agreement in the event:

- a. that Party breaches any provision of this Agreement or fails to fulfill any of its obligations set out in this Agreement; or
- b. that Party gives or makes a representation, statement or report required under this Agreement that it knows, or reasonably ought to know, is false in a material way.

- 8.31 If there is an alleged default of this Agreement, the Party alleging the default will notify the other Parties of the alleged default and the circumstances giving rise to the alleged default.
- 8.32 A Party in alleged default that receives a notice of default under paragraph 8.31 will, within 45 days of receipt of the notice, notify the other Parties of one of the following:
- a. that it has remedied the default, including a description of the remedial action taken or being taken; or
 - b. that it disagrees that a default has occurred, in which case the issue shall be referred to the dispute resolution process contemplated by paragraphs 8.3 to 8.12.
- 8.33 A Party that gives a notice under paragraph 8.31 may at any time waive the default, in which case the default is waived for all Parties for all purposes.

SCHEDULES

- 8.34 The following Schedules are attached to and form part of this Agreement:

| Schedule | Description |
|-----------------|---|
| A | Federally Supported Programs and Services |
| B | Federally Supported Program and Service Base Funding Amounts and Adjustment Factors |
| C | Reporting Procedures |
| D | Implementation Activities and Time Limited Federal Funding |
| E | Provincially Supported Programs and Services |
| F | Provincially Supported Program and Service Funding Amounts |
| G | Fisheries Activities and Funding |

AMENDMENT

- 8.35 Except as otherwise provided in paragraph 8.36 and 8.37, any amendment to this Agreement must be in writing and executed by all Parties.

- 8.36 Any amendment to Schedules A, B, C, D or G, other than an amendment to reporting procedure C.2 of Schedule C, will be in writing and executed by Canada and Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations. Before Canada executes an amendment to Schedules A, B, C, D or G, other than an amendment to reporting procedure C.2 of Schedule C, Canada will notify and give reasons for the intended amendment to British Columbia.
- 8.37 Any amendment to Schedules E and F will be in writing and executed by British Columbia and Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations. Before British Columbia executes an amendment to Schedules E or F, British Columbia will notify and give reasons for the intended amendment to Canada.

NO IMPLIED WAIVER

- 8.38 No provision of this Agreement, or performance by a Party of an obligation under this Agreement, is deemed to have been waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 8.39 No written waiver of a provision of this Agreement, performance by a Party of an obligation under this Agreement or of default by a Party of an obligation under this Agreement is deemed to be a waiver of any other obligation, provision or of any subsequent default.

FURTHER ASSURANCES

- 8.40 The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

INTERPRETATION

- 8.41 In this Agreement:
- a. unless it is otherwise clear from the context, "including" means "including, but not limited to" and "includes" means "includes, but is not limited to";
 - b. headings and subheadings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
 - c. a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it;
 - d. a reference to an agreement that is included as a schedule to this Agreement includes every amendment to it and every agreement made in substitution for it or in replacement of it;

- e. unless it is otherwise clear from the context, a reference to a schedule means a Schedule to this Agreement;
- f. unless it is otherwise clear from the context, the use of the singular includes the plural and the use of the plural includes the singular; and
- g. all accounting terms have the meanings assigned to them under Generally Accepted Accounting Principles.

EFFECT OF THIS AGREEMENT

- 8.42 This Agreement does not form part of the Maa-nulth First Nations Final Agreement.
- 8.43 This Agreement is not a treaty or a land claim agreement and does not recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

SEVERABILITY

- 8.44 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion.

DELEGATION AND ENUREMENT

- 8.45 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations may delegate any or all of its obligations under this Agreement to a duly authorized representative or agent by an agreement in writing with the duly authorized delegate.
- 8.46 Where Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations has delegated any or all of its obligations pursuant to paragraph 8.45, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will remain responsible to the Parties to this Agreement for the performance of all of its obligations under this Agreement, unless otherwise agreed to in writing with the other Parties.
- 8.47 Regardless of any delegation under paragraph 8.45, this Agreement is binding upon the Parties and their respective permitted assigns.
- 8.48 This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

NO ASSIGNMENT

- 8.49 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by any Party to it.

NOTICES

- 8.50 Unless otherwise provided, a notice, document, request, approval, authorization, consent or other communication (each "communication") required or permitted to be given or made under this Agreement must be in writing and may be given or made in one or more of the following ways:
- a. delivered personally or by courier;
 - b. transmitted by facsimile transmission; or
 - c. mailed by prepaid registered post in Canada.
- 8.51 A communication will be considered to have been given or made and received:
- a. if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
 - b. if sent by facsimile transmission and if the sender receives confirmation of the transmission, at the start of business on the next business day on which it was transmitted; or
 - c. if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee.
- 8.52 A communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below.

For: **Canada**
Attention: Senior Negotiator, Treaty Management BC
Department of Indian Affairs and Northern
Development
600-1138 Melville Street
Vancouver, BC
V6E 4S3
Fax Number: (604) 775-5262

For: **British Columbia**
Attention: Minister of Aboriginal Relations and
Reconciliation
Parliament Buildings
PO Box 9051 Stn Prov Govt
Victoria, British Columbia
V8W 9E2
Fax Number: (250) 953-4856

For: **Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations**
Attention: Legislative Chief
Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations
General Delivery
Kyuquot, British Columbia
V0P 1J0
Fax Number: (250) 332-5210

- 8.53 A Party may change its address or facsimile number by giving a notice of the change to the other Parties in the manner set out above.

COUNTERPARTS

- 8.54 This Agreement may be executed in counterparts and by facsimile. Each signature shall be deemed to be an original signature and all executed documents together shall constitute one and the same document.

THIS AGREEMENT HAS BEEN EXECUTED as of the day and year first above written.

EXECUTED in the presence of:

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA** as represented
by the Minister of Indian Affairs and
Northern Development and Federal
Interlocutor for Métis and Non-Status
Indians or duly authorized signatory

Allan Burnside
As to the Minister or the authorized
signatory for the Minister of Indian Affairs
and Northern Development
ALLAN BURNSIDE

Indians or duly authorized signatory

 STEVE GAGNON

EXECUTED in the presence of:

**HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA as represented
by the Minister of Aboriginal Relations
and Reconciliation or duly authorized
signatory**

As to the Minister or the authorized signatory for the Minister of Aboriginal Relations and Reconciliation

EXECUTED in the presence of:

KA:'YU:'K'T'H'/CHE:'K'TLES7ET'H
' FIRST NATIONS as represented by
the Ka:'yu:'k't'h'/Che:k'tles7et'h'
Government or duly authorized
signatory

As to the authorized signatory for the
Ka:’yu:’k’t’h’/Che:k’tles7et’h’ Government

Legislative Chief

THIS AGREEMENT HAS BEEN EXECUTED as of the day and year first above written.

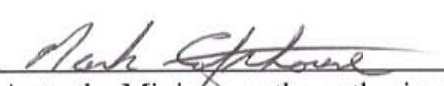
EXECUTED in the presence of:

) **HER MAJESTY THE QUEEN IN**
) **RIGHT OF CANADA as represented**
) **by the Minister of Indian Affairs and**
) **Northern Development and Federal**
) **Interlocutor for Métis and Non-Status**
) **Indians or duly authorized signatory**
)
)
)

As to the Minister or the authorized
signatory for the Minister of Indian Affairs
and Northern Development

EXECUTED in the presence of:

) **HER MAJESTY THE QUEEN IN**
) **RIGHT OF THE PROVINCE OF**
) **BRITISH COLUMBIA as represented**
) **by the Minister of Aboriginal Relations**
) **and Reconciliation or duly authorized**
) **signatory**
)
)
)




As to the Minister or the authorized
signatory for the Minister of Aboriginal
Relations and Reconciliation
MARK LOFTHOUSE



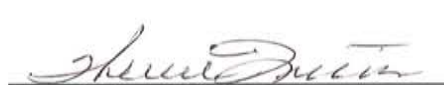
MARY POLAK

EXECUTED in the presence of:

) **KA:'YU:'K'T'H'/CHE:K'TLES7ET'H'**
) **FIRST NATIONS as represented by the**
) **Ka:'yu:'k't'h'/Che:k'tles7et'h'**
) **Government or duly authorized**
) **signatory**
)
)
)



As to the authorized signatory for the
Ka:'yu:'k't'h'/Che:k'tles7et'h' Government
CHUCK POSCHENRIEDER



Legislative Chief
THERESE SMITH

SCHEDULE A FEDERALLY SUPPORTED PROGRAMS AND SERVICES

HEALTH

A.1 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure the provision of the following Federally Supported Programs and Services to Indians ordinarily resident on its Maa-nulth First Nation Lands:

- a. immunization and communicable disease control;
- b. community health promotion and prevention programs; and
- c. home and community care.

HEALTH TERMS AND CONDITIONS

A.2 In the delivery by Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations of Federally Supported Programs and Services listed in paragraph A.1, the following conditions apply:

- a. programs and services will be delivered in accordance with a community health plan;
- b. the principles of the *Canada Health Act* will be upheld;
- c. there will be an impartial process in place for the appeal of an administrative decision not to provide, to discontinue or to reduce services or benefits to an individual;
- d. there will be equality of access to programs and services by all eligible individuals; and
- e. in respect of in-home care, including home care nursing, a formally defined benefits schedule specifying types of assistance available, rates of assistance and conditions and criteria for eligibility, will be available to Indians ordinarily resident on its Maa-nulth First Nation Lands and, upon request, to Canada.

PROGRAMS TO BE DELIVERED ON AN AGGREGATE BASIS

A.3 Programs to be delivered on an aggregate basis include:

- a. immunization and communicable disease control programs; and
- b. the home and community care program.

- A.4 Upon request of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, Canada will consider the feasibility of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations delivery of the non-insured health benefits program.

HEALTH REPORTING

- A.5 The following health status and service delivery information will be collected on an annual basis and made available, upon request, to Canada, in accordance with the reporting procedures C.1 to C.5 set out in Schedule C:
- a. immunization status;
 - b. incidence of communicable diseases; and
 - c. home and community care program essential service elements (in-home care, home care nursing).
- A.6 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will provide a report annually, in accordance with the reporting procedure C.6 set out in Schedule C, to Health Canada comprising:
- a. a summary of health programs and services delivered;
 - b. data on health services, operations and results;
 - c. a report on challenges and changes to the health status of Indians ordinarily resident on its Maa-nulth First Nation Lands; and
 - d. if applicable, an updated community health plan.
- A.7 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will evaluate all federally supported health programs and services and report to Health Canada every five years in accordance with the reporting procedure C.7 set out in Schedule C. The evaluation report will include the following elements:
- a. a summary of health programs and services delivered;
 - b. data on health services, operations and results;
 - c. challenges and changes to the health status of Indians ordinarily resident on its Maa-nulth First Nation Lands; and
 - d. an updated community health plan stemming from the 5 year evaluation report.

SOCIAL DEVELOPMENT

- A.8 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure the provision of the following Federally Supported Programs and Services:
- a. for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands, income assistance and services, including basic needs, shelter, guardian financial assistance and special needs;
 - b. non-insured health benefits for non-Indian members of Indian Families ordinarily resident on its Maa-nulth First Nation Lands;
 - c. for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands, training, education and support initiatives to reduce reliance on income assistance; and
 - d. for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands, local community programs that contribute to physical, emotional and social well being, including adult in-home care, family violence and children's programs, but not including residential and institutional programs and services for individuals with physical and mental handicaps.

SOCIAL DEVELOPMENT TERMS AND CONDITIONS

- A.9 In the delivery of the Federally Supported Programs and Services, the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure that:
- a. there is equality of access to programs and services for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands;
 - b. objective needs or income tests are conducted for applicants who apply for the programs or services;
 - c. a formally defined benefits schedule specifying types of income assistance available, the rates of assistance and conditions and criteria for eligibility, is publicly available;
 - d. there is an impartial process for the appeal of an administrative decision not to provide, to discontinue or to reduce income assistance to a individual;
 - e. an administrative system that ensures confidentiality of applicant information; and

- f. in respect of the Federally Supported Programs and Services
Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure that National Child Benefit Program savings will be invested in accordance with the program.

SOCIAL DEVELOPMENT REPORTING

- A.10 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure that the following information is collected, or provided to it by an agent or contractor delivering the social development program or service, and that this social development program or service information is provided to Canada in accordance with the reporting procedures set out in Schedule C:
- a. income assistance of individuals to whom that assistance is provided under paragraph A.8(a) and A.8(b), by category of assistance, age and gender as required in social development reporting procedures C.8, C.9 and C.10;
 - b. enrollment and completion rates in training and employment programs of individuals to whom those programs are provided under paragraph A.8(c) as required in social development reporting procedure C.11;
 - c. national child benefit reinvestment program as required in social development reporting procedure C.12.

EDUCATION

- A.11 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure the provision of the following Federally Supported Programs and Services:
- a. in respect of Eligible Students, instructional services for Eligible Students attending Kindergarten (K4) to Grade 12;
 - b. instructional support services including:
 - i. ancillary services for Eligible Students attending Kindergarten (K4) to Grade 12;
 - ii. accommodation;
 - iii. student allowances;
 - iv. guidance and counseling; and
 - v. comprehensive instructional support services;
 - c. transportation for Eligible Students; and

- d. in respect of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Indians, wherever they reside in Canada, financial support to attend accredited post secondary education or training institutions.

EDUCATION TERMS AND CONDITIONS

- A.12 In the delivery of financial support to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Indians to attend accredited post secondary education or training institutions referred to in paragraph A.11(d), Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure that:
 - a. a formally defined schedule of types and amounts of assistance and criteria for eligibility is publicly available;
 - b. there is an impartial process for the appeal of an administrative decision not to provide, to discontinue or to reduce services or benefits to an individual.

EDUCATION REPORTING

- A.13 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure that the following information is collected, or provided to it by an agent or contractor delivering the education program or service, and that this education program or service information is provided to Canada in accordance with the requirements of reporting procedures C.13 and C.14 set out in Schedule C.

LOCAL PROGRAMS AND SERVICES

- A.14 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure the provision of the following agreed-upon functions of its government:
 - a. executive and legislative functions, administration, management and operation of its Ka:'yu:'k't'h'/Che:k'tles7et'h' Government including:
 - i. raising of revenue;
 - ii. program and financial accountability in accordance with the Ka:'yu:'k't'h'/Che:k'tles7et'h' Constitution;
 - iii. maintenance of a public registry of its Ka:'yu:'k't'h'/Che:k'tles7et'h' Constitution and its Ka:'yu:'k't'h'/Che:k'tles7et'h' Law, and other record keeping;
 - iv. conduct of elections and referenda of Ka:'yu:'k't'h'/Che:k'tles7et'h' Government;

- v. v. establishment of a procedure for enrolling individuals under the Maa-nulth First Nations Final Agreement in accordance with Chapter 26 Eligibility and Enrolment and maintenance of a public enrolment register; and
 - vi. vi. participation in the Implementation Committee;
 - b. economic development services;
 - c. transportation, maintenance and insurance of artifacts;
 - d. environmental management plan;
 - e. all activities related to land and environmental management in respect of its Former Indian Reserves; and
 - f. all activities as they relate to migratory birds management.
- A.15 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure the provision of the following local programs and services:
- a. issuance of permits, licences and documentation for activities over which Ka:'yu:'k't'h'/Che:k'tles7et'h' Government has jurisdiction and authority in accordance with the Maa-nulth First Nations Final Agreement;
 - b. fire protection; and
 - c. appointment of officers for the enforcement of its Ka:'yu:'k't'h'/Che:k'tles7et'h' Law in areas including zoning, land use, traffic and transportation.

LOCAL PROGRAMS AND SERVICES REPORTING

- A.16 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will provide to Canada information on local programs and services where required by a statistical agency, in accordance with Federal Law.

PHYSICAL WORKS PROGRAMS AND SERVICES

- A.17 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will be responsible for the operation, maintenance and replacement of physical works on its Maa-nulth First Nation Lands.
- A.18 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will provide a program for new residential housing and the construction and rehabilitation of existing residential housing on its Maa-nulth First Nation Lands.

- A.19 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations is responsible for new physical works construction, including water, sewer, roads, bridges, fire protection and electrification, as well as public facilities to support administrative activities on its Maa-nulth First Nation Lands.

PHYSICAL WORKS TERMS AND CONDITIONS

- A.20 In the delivery of the program in respect of residential housing referred to in paragraph A.18, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure that:
- a. a formally defined statement of eligibility criteria is established and is publicly available;
 - b. there is equality of access for all Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Indians; and
 - c. there is an impartial process for the appeal of administrative decisions related to the refusal to provide, or the discontinuance or reduction of, services or benefits.
- A.21 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will ensure that new physical works construction, including housing, on its Maa-nulth First Nation Lands is constructed in a manner consistent with applicable Federal Law, Provincial Law, standards, codes and guidelines, including building, fire and safety codes.

SCHEDULE B
FEDERALLY SUPPORTED PROGRAM AND SERVICE
BASE FUNDING AMOUNTS AND ADJUSTMENT FACTOR

In this Schedule:

“BYBFA” means the “Base Year Block Funding Amount” as specified in Column 2 of Table 1.

“EYBFA” means the “Effective Year Block Funding Amount” as specified in Column 4 of Table 1.

“EYFTF” means the “Effective Year Federal Transfer Floor” as specified in Column 4 of Table 3.

BASE YEAR FUNDING AMOUNTS AND ADJUSTMENT FACTORS

B.1 Table 1 sets out:

- a. the BYBFA for ongoing Federally Supported Programs and Services to be provided by Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations;
- b. the adjustment that will be made to the BYBFA to arrive at the Block Funding amount for the Effective Year; and
- c. the adjustments that will be made to the Effective Year Block Funding amount to arrive at the Block Funding amount for each subsequent Fiscal Year while this Agreement is in effect.

Table 1
Base Year Funding Amounts and Adjustment Factors

| | | Pre-Effective Year | Effective Year | Subsequent Fiscal Year |
|---------------------|---|-------------------------------|-------------------------------------|------------------------|
| | Base Year Block Funding Amount (2004Q4\$) | Adjustment to Effective Date | Effective Year Block Funding Amount | Composite Adjustor |
| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
| Block Funding | \$2,736,153 | Budget Adjustment Factor = 2% | \$3,142,980 | 3.32% |
| New Health Funding | N/A | N/A | \$60,282 | 3.32% |
| TOTAL BLOCK FUNDING | | | \$3,203,262 | 3.32% |

B.2 Calculation of Block Funding to Effective Date

The BYBFA will be adjusted to the Effective Date in accordance with Column 3 of Table 1 as follows:

| | | |
|---------|------------------------------|-------|
| | | EYBFA |
| 2005/06 | BYBFA x 1.02 = | _____ |
| 2006/07 | BYBFA x 1.02 x 1.02 = | _____ |
| 2007/08 | BYBFA x 1.02 x 1.02 x 1.02 = | _____ |

and so on to determine the EYBFA.

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations and Canada will determine the EYBFA at least 90 days before the Effective Date or as otherwise agreed by them.

B.3 Effective Date Adjustment of the EYBFA

If the Effective Date falls on April 1, the EYBFA will be the amount determined in accordance with paragraph B.2.

If the Effective Date does not fall on April 1 and Canada and Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations have not made any other transitional funding arrangements, the EYBFA will be determined as follows:

- a. for an activity that is part of a program or service in Column 2 of Table 1 of this Schedule and that is not carried on before the Effective Date, or for which the funding will be increased, the EYBFA for the activity or increase determined under paragraph B.2 will be multiplied by the number of days remaining in the Fiscal Year on the Effective Date divided by 365; and
- b. for activities in Column 2 of Table 1 that are carried on before the Effective Date, EYBFA determined under paragraph B.2 of this Schedule will be reduced by any amounts that have been paid in respect of those activities before the Effective Date by Canada to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations.

B.4 Calculation of Block Funding Amounts for Subsequent Fiscal Years

The calculation date is a date at least 90 days before the start of each Subsequent Fiscal Year at which time Canada will calculate the Block Funding amount for the Subsequent Fiscal Year and provide that information to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations.

Block Funding amounts for Subsequent Fiscal Years will be calculated as the product of the EYBFA calculated in accordance with paragraph B.2 multiplied by the composite adjustor in Column 5 of Table 1 as follows:

| | | Subsequent Fiscal Year Funding Amount |
|--------|---|--|
| Year 2 | $EYBFA \times [1.0332] =$ | _____ |
| Year 3 | $EYBFA \times [1.0332] \times [1.0332] =$ | _____ |
| Year 4 | $EYBFA \times [1.0332] \times [1.0332] \times [1.0332] =$ | _____ |

and so on for the term of this agreement.

For each Fiscal Year, the net transfer will be the Subsequent Fiscal Year Funding Amount, as determined above, less the federal own source revenue inclusion amount for the Previous Fiscal Year determined in accordance with paragraph 14.0 of the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Own Source Revenue Agreement.

TIME LIMITED FEDERAL FUNDING AMOUNTS AND ADJUSTMENT FACTORS

B.5 Table 2 sets out:

- a. the Time Limited Federal Funding amounts;
- b. the number of years over which Time Limited Federal Funding amounts will be paid; and
- c. the adjustments that will be made to the Time Limited Federal Funding amounts to arrive at the Effective Date Time Limited Federal Funding amounts and the annual payments for Subsequent Fiscal Years.

Table 2
Time Limited Federal Funding Amounts and Adjustment

| | Time Limited Federal Funding Amount (2004Q4\$) | Adjustment to Effective Date | Effective Date Time Limited Federal Funding Amount | Subsequent Fiscal Year Adjustor | Number of Years of Annual Payments |
|---------------------------------------|---|---|---|--|---|
| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 | Column 6 |
| Time Limited Federal Funding | \$24,320 | Price | \$27,202 | NA | 1 |
| | \$6,996,012 | | \$7,825,019 | 4% | 3 |
| | \$2,332,004 | | \$2,608,342 | | 8 |

B.6 Calculation of Time Limited Federal Funding to Effective Date

The Time Limited Federal Funding amounts will be adjusted by multiplying the Time Limited Federal Funding amounts in Column 2 of Table 2 by the price adjustment factor, as follows:

where:

$$\text{price adjustment factor} = \text{FDDIPI}_{\text{LQ}} / \text{FDDIPI}_{04\text{Q4}}$$

and:

$\text{FDDIPI}_{\text{LQ}}$ is the first published value of FDDIPI for the latest quarter, 90 days before the Effective Date for which Statistic Canada has published a FDDIPI; and

$\text{FDDIPI}_{04\text{Q4}}$ is the latest value of FDDIPI for the fourth quarter of 2004, published by Statistic Canada at the same time as the value used in $\text{FDDIPI}_{\text{LQ}}$.

B.7 Annual Payments of Time Limited Federal Funding

The Effective Date Time Limited Federal Funding amounts in Column 4 of Table 2 will be adjusted for interest at 4% per annum, compounded annually, on the unpaid declining balance, and paid in installments over the number of years in Column 6 of Table 2 commencing within 10 business days of the Effective Date and, thereafter, within 10 business days of April 1 of each Subsequent Fiscal Year, as set out in B.8.

B.8 Table 2A sets out the Annual Payments of Time Limited Federal Funding:

Table 2A
Annual Payments of Time Limited Federal Funding

| | 1 Year Term | 3 Year Term | 8 Year Term | Total Annual Payment |
|----------------|------------------------|--------------------|--------------------|---------------------------------|
| Effective Year | \$27,202 | \$2,711,283 | \$372,511 | \$3,110,996 |
| Year 2 | | \$2,711,283 | \$372,511 | \$3,083,794 |
| Year 3 | | \$2,711,283 | \$372,511 | \$3,083,794 |
| Year 4 | | | \$372,511 | \$372,511 |
| Year 5 | | | \$372,511 | \$372,511 |
| Year 6 | | | \$372,511 | \$372,511 |
| Year 7 | | | \$372,511 | \$372,511 |
| Year 8 | | | \$372,511 | \$372,511 |
| Total | \$27,202 | \$8,133,849 | \$2,980,088 | \$11,141,139 |

FEDERAL TRANSFER FLOOR AMOUNT AND ADJUSTMENT FACTORS

B.9 Table 3 sets out:

- a. the base year federal transfer floor amount; and
- b. the adjustments that will be made to the base year federal transfer floor amount to arrive at the EYFTF and for Subsequent Fiscal Years.

Table 3
Federal Transfer Floor Amount and Adjustment Factors

| | Pre-Effective Year Adjustments | | Effective Year | Subsequent Fiscal Year Adjustment |
|-------------------------------|--|------------------------------|--|-----------------------------------|
| Program Area | Base Year Federal Transfer Floor Amount (2004Q4\$) | Adjustment to Effective Date | Effective Year Federal Transfer Floor Amount | Composite Adjustment Factor |
| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
| Federal Transfer Floor | \$598,435 | Price | \$669,348 | 3.32 % |

B.10 Calculation of the Federal Transfer Floor to Effective Date

The federal transfer floor as specified in Column 2 of Table 3 will be adjusted by multiplying the base year federal transfer floor amount by the price adjustment factor in Column 3 of Table 3, in the manner described in paragraph B.6.

B.11 Calculation of the Federal Transfer Floor for Subsequent Fiscal Years

The federal transfer floor amounts for Subsequent Fiscal Years will be calculated as the product of the EYFTF as determined under paragraph B.10, multiplied by the composite adjustment factor in Column 5 of Table 3 as follows:

| | | Subsequent Fiscal Year Transfer Floor |
|--------|--|---------------------------------------|
| Year 2 | EYFTF x [1.0332] = | _____ |
| Year 3 | EYFTF x [1.0332] x [1.0332] = | _____ |
| Year 4 | EYFTF x [1.0332] X [1.0332] X [1.0332] = | _____ |

and so on for the term of this Agreement.

The Parties will determine the federal transfer floor amount for the Effective Year at least 90 days before the Effective Date, or as otherwise agreed by them.

SCHEDULE C REPORTING PROCEDURES

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement Procedure C.1

Health Reporting for Fiscal 20XX

Reference: Paragraph A.1(a)

- number of individuals to whom immunization has been provided by antigen and age group.

Annual -- Report to the federal and/or provincial governments in accordance with the immunization schedule identified in the Community Health Plan.

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement Procedure C.2

Health Reporting for Fiscal 20XX

Reference: Paragraph A.1(a)

- incidence of communicable diseases of individuals by category of communicable disease and notification of communicable diseases with epidemic potential

1. **Within 24 Hours** -- Notification to British Columbia and First Nation and Inuit Health Branch (FNIHB) of communicable diseases with epidemic potential.
2. **Monthly** -- Report to the senior nurse on communicable diseases as required by Provincial Regulation, including contact tracing and follow up, in accordance with the Community Health Plan.
3. **Annual** -- Summary of the incidence of communicable diseases by community.

| Annual Summary of Communicable Diseases | | | |
|---|---------------------------------|-----------|------------------------------------|
| "Communicable Disease Reports" Month | Notifiable Communicable Disease | Community | Number of Individuals with Disease |
| | | | |
| | | | |
| | | | |
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Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement

Procedure C.3

Health Reporting for Fiscal 20XX

Reference: Paragraph A.1(b)

- home and community care service delivery

1. **Monthly** -- Submit "Total Service Reports" through the e-SDRT/HCC electronic tool
2. **Annual** -- "Total Services Report" summary of home and community care service delivery

| | Number |
|-----------------------|--------|
| Home Visits | |
| Attempted Home Visits | |
| Total Home Visits | |

| Home and Community Care Service | Total Hours of Service Provided | Assisted Living | Nursing Services | Personal Care | Professional Therapies | Case Management | In-home Respite Care |
|----------------------------------|---------------------------------|-----------------|------------------|---------------|------------------------|-----------------|----------------------|
| Acute Post-hospital/Ambulatory | | | | | | | |
| Acute Chronic Illness | | | | | | | |
| Chronic Illness - Time Limited | | | | | | | |
| Chronic Illness - Continuous | | | | | | | |
| Chronic Illness – Intermittent | | | | | | | |
| Palliative Care | | | | | | | |
| Acute Mental Illness | | | | | | | |
| Frail Elderly | | | | | | | |
| Challenged with Coping Abilities | | | | | | | |
| Any Other Profile | | | | | | | |
| Total | | | | | | | |

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement Procedure C.4

Health Reporting for Fiscal 20XX

Reference: Paragraph A.1(b)

- year-end home and community care Human Resources Profile via electronic reporting system e-SDRT/HCC

Annual -- Summary of home and community care human resources at year end

| Home Care Nurses (RNs, LPNs) | Full-time FTEs | Part-time FTEs | Totals |
|---|----------------|----------------|--------|
| Limited scope of practice | | | |
| Full scope of practice | | | |
| Totals | | | |

| Personal Care Providers | Full-time FTEs | Part-time FTEs | Totals |
|-----------------------------------|----------------|----------------|--------|
| Untrained | | | |
| Minimum skill set | | | |
| Certification/recognized training | | | |
| Totals | | | |

| Client Assessors | Full-time FTEs | Part-time FTEs | Totals |
|-------------------------|----------------|----------------|--------|
| Untrained | | | |
| Trained | | | |
| Totals | | | |

| Case Managers | Full-time FTEs | Part-time FTEs | Totals |
|----------------------|----------------|----------------|--------|
| Untrained | | | |
| Trained | | | |
| Totals | | | |

| Program Support | Full-time FTEs | Part-time FTEs | Totals |
|------------------------|----------------|----------------|--------|
| Totals | | | |

FTE means full time equivalent.

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement

Procedure C.5

Health Reporting for Fiscal 20XX

Reference: Paragraph A.6(d)

- update of the Community Health Plan prepared in accordance with the Health Canada guide entitled "A Guide to Developing a Health Plan for First Nations and Inuit Communities", dated September 2001 (or most recent version).

1. **Annual (As required)** -- Provide to FNIHB a Community Health Plan updated for new programs or services.
2. **Every 5 Years (Mandatory)** -- Provide to FNIHB a Community Health Plan updated as a result of the findings in the five-year Evaluation Report (see Procedure C.7)

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement

Procedure C.6

Health Reporting for Fiscal 20XX

Reference: Paragraph A.6

- annual report to community members on the delivery of health programs and services and the use of resources provided to them in accordance with the health priorities and objectives in the Community Health Plan

Annual -- Provide to community members an annual report prepared in accordance with the Community Health Plan and the Health Canada guide entitled "Guide for Preparing the Health Services Transfer Community-Based Annual Report", dated March 2005 (or most recent version).

The annual report to community members is to include, but not be limited to, the following:

1. summary of programs and services delivered, including goals and objectives of each;
2. data on services, operations and results;
3. activities used to deliver programs and services;
4. progress made toward the objectives and long-term goals (outcomes) of the Community Health Plan;
5. explanations for any deviations from the Community Health Plan;
6. challenges and documented changes in members' health status encountered when delivering the health program;
7. annual summary of the provision of mandatory programs according to the requirements of the Fiscal Funding Agreement; and
8. resources allocated – a copy of the annual audit of the community's financial statements.

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement

Procedure C.7

Health Reporting for Fiscal 20XX

Reference: Paragraph A.7

- 5-year evaluation in respect of the delivery of health programs and services

Every 5 Years -- Provide Canada an evaluation report prepared in accordance with the Community Health Plan and the Health Canada guide entitled "Guide for Preparing the Evaluation Report for Health Services Transfer Community-Based Evaluation", dated March 2005 (or most recent version).

The evaluation is to be conducted in accordance with the evaluation plan, which is part of the Community Health Plan, during the 4th year of the period of the funding agreement to allow the report to be completed in the 5th year.

The evaluation report is to include, but not be limited to, the following:

1. an assessment of the effectiveness of community health programs and objectives; and,
2. a determination of any changes in the health status of community members.

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement **Procedure C.8**

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.8(a) - individuals to whom income assistance is provided under paragraph A.8(a), by category of assistance.

| | Singles | Families | Couples | Total |
|---------------|---------|----------|---------|-------|
| Case Months * | | | | |
| Case Load * | | | | |

*Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands.

Case Months is the sum of the number of cases who received income assistance in any of the twelve months in the fiscal year (reported by category of assistance Example: for families: April - 3 cases; May - 5 cases; June - 4 cases, July - 4 cases; August - 4 cases; September - 5 cases; October - 5 cases; November - 5 cases December - 5 cases; January - 4 cases; February - 4 cases; March - 4 cases. Case Months = 3 + 5 + 4 + 4 + 4 + 5 + 5 + 5 + 5 + 4 + 4 + 4 = 52.

Case Load is the average number of cases receiving income assistance, i.e. case months divided by 12. For the example above, case load would be $52/12 = 4.33$.

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement

Procedure C.9

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.8(a) - individuals to whom income assistance is provided under paragraph A.8(a) by category of assistance

| | PPMB Singles | PPMB Families | PPMB Couples | Total |
|-------------|-----------------|------------------|-----------------|-------|
| Case Months | | | | |
| Case Load | | | | |

| | PWD Singles | PWD Families | PWD Couples | Total |
|-------------|----------------|-----------------|----------------|-------|
| Case Months | | | | |
| Case Load | | | | |

*Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands

Notes:

Persons with Persistent Multiple Barriers - have a medical condition, other than an addiction, confirmed by a physician, which has continued for at least one year or has occurred frequently in the past year and is likely to continue for at least two more years, and in the opinion of the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations social development worker, the confirmed medical condition seriously restricts the client's ability to search for, accept or continue employment.

Persons with Disabilities - An individual who is 18 years of age or older and must have a severe mental or physical impairment that, in the opinion of a medical practitioner is likely to continue for at least 2 years, and in the opinion of a health professional, directly and significantly restricts the individual's ability to perform daily living activities either continually or periodically for extended periods, and as a result of those restrictions, the individual requires help to perform daily living activities.

Case Months is the sum of the number of cases who received income assistance in any of the twelve months in the fiscal year (reported by category of assistance. Example: for families: April - 3 cases; May - 5 cases; June - 4 cases; July - 4 cases; August - 4 cases; September - 5 cases; October - 5 cases; November - 5 cases December - 5 cases; January - 4 cases; February - 4 cases; March - 4 cases. Case Months = 3 + 5 + 4 + 4 + 4 + 5 + 5 + 5 + 5 + 4 + 4 + 4 = 52

Case Load is the average number of cases receiving income assistance, i.e. case months divided by 12. For the example above, case load would be $52/12 = 4.33$.

**Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing
Agreement Procedure C.10**

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.8(b) - individuals to whom non-insured health benefits are provided under paragraph A.8(b)

| | |
|---------------|--------------|
| | TOTAL |
| Case Months * | |
| Case Load * | |

* non-insured health benefits for non-Indian members of Indian Families ordinarily resident on X First Nation Land

Case Months is the sum of the number of cases who received income assistance in any of the twelve months in the fiscal year (reported by category of assistance. Example: for families: April - 3 cases; May - 5 cases; June - 4 cases, July - 4 cases; August - 4 cases; September - 5 cases; October - 5 cases; November - 5 cases; December - 5 cases; January - 4 cases; February - 4 cases; March - 4 cases. Case Months = $3 + 5 + 4 + 4 + 4 + 5 + 5 + 5 + 5 + 4 + 4 + 4 = 52$.

Case Load is the average number of cases receiving income assistance, i.e. case months divided by 12. For the example above, case load would be $52/12 = 4.33$.

**Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing
Agreement Procedure C.11**

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.10(b) - enrollment and completion rates of individuals in training and employment programs provided under paragraph A.10(b)

| Program/Measure | Enrolment | Completion Rate and Number |
|-----------------|-----------|----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Notes:

The completion rate is calculated as the number of individuals who have started a program (denominator) compared to those who have completed a program (numerator).

**Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing
Agreement** **Procedure C.12**

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.10(c) - National Child Benefit Reinvestment Program

Amount of reinvestment fund: \$_____

| | |
|--------------------------|--|
| Type of Project * | |
| Objectives | |
| Expected Results | |
| Accomplishments | |

* e.g. child care, child nutrition, support for parents, home work transition, cultural enrichment

Ka'yuu:k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement
Education Reporting for Fiscal 20XX

Procedure C.13

Paragraph A.11(a) - enrollment and completion rates and number of Eligible Students receiving Federally Supported Programs and Services under paragraph A.11(a), by type of educational institution.

| EDUCATIONAL INSTITUTION | First Nation Operated School | Enrolment* | Provincial School (SDs 70 & 84) | Total | First Nation Operated School | Completion Rate* and Number | | Total |
|--------------------------------|------------------------------|------------|---------------------------------|-------|------------------------------|-----------------------------|---------------------------------|-------|
| | | | | | | Independent School | Provincial School (SDs 70 & 84) | |
| KINDERGARTEN | | | | | N/A | N/A | N/A | |
| ELEMENTARY (Graded) | | | | | N/A | N/A | N/A | |
| ELEMENTARY (Ungraded) | | | | | N/A | N/A | N/A | |
| SECONDARY (Graded) | | | | | | | | |
| SECONDARY (Ungraded) | | | | | | | | |
| DOGWOOD Completion Certificate | | | | | | | | |
| School Leaving Certificate | | | | | | | | |
| TOTAL | | | | | | | | |

* Eligible Students ordinarily resident on its Maa-nulth First Nation Lands.

Notes:

The completion rate is calculated as the number of individuals who have started a program (denominator) compared to those who have completed a program (numerator).

Ka'yuu:'k't'h'/Che:k'tles7et'h' First Nations Fiscal Financing Agreement

Procedure C.14

Education Reporting for Fiscal 20XX

Paragraph A.11 (d) - enrolment and completion rates and number of individuals receiving Federally Supported Programs and Services under paragraph A.11 (d), by type of educational institution.

| EDUCATIONAL INSTITUTION | Enrolment* | Completion Rate* and Number |
|-------------------------------------|------------|-----------------------------|
| University | | |
| University College | | |
| College (Public/Private) | | |
| BCcampus | | |
| Institutes | | |
| Private Post-Secondary Institutions | | |
| TOTAL | | |

* Ka'yuu:'k't'h'/Che:k'tles7et'h' First Nations Indians wherever they reside in Canada.

NOTES:

University - offers a wide array of undergraduate degree programs as well as a comprehensive range of programs at the graduate level. Universities also offer diplomas and certificates in a variety of professional fields, as well as programs of continuing education. They are major centres of basic and applied research.

University College - offer degrees, often in specialized subject and applied areas, as well as many of the same certificate and diploma programs as colleges.

College – provide courses and programs leading to certificates, diplomas and associate degrees in vocational, career, technology, trades and academic studies. Colleges also provide adult basic education courses.

BCcampus - provides open learning education province-wide and internationally.

Institutes – provide specialized programs in technologies and trades, art and design, law enforcement, and indigenous studies. They may offer credentials ranging from certificates to degrees. Aboriginal Institutes are public Aboriginal-controlled institutions that provide courses and programs leading to certificates, diplomas and associate degrees in program areas relevant to the needs of Aboriginal individuals and communities.

Private Post-Secondary Institutions - include private universities, colleges and institutes that offer a range of academic programs, career-related training (including adult basic education and all aspects of job training [e.g., job skill training, job entry, and life skills]), university transfer and vocational programs including apprenticeship training. These institutions are not publicly funded.

Completion Rate - calculated as the number of individuals who have started a program (denominator) compared to those who have completed a program (numerator).

SCHEDULE D
IMPLEMENTATION ACTIVITIES AND TIME LIMITED FEDERAL FUNDING

General

- D.1 The Parties acknowledge that the Time Limited Federal Funding provided for in Column 2 of Table 2 of Schedule B is "Time Limited Federal Funding" described in paragraph 18.1.8 of the Maa-nulth First Nations Final Agreement.
- D.2 The Time Limited Federal Funding identified in Column 4 of Table 2 of Schedule B, totaling \$10,460,561, is comprised of:
- a. \$409,037 for one time activities identified in D.3 of this Schedule; and
 - b. \$10,051,524 to support those activities identified in D.4 of this Schedule
- the purpose of which is to fund activities identified in D.3 and D.4 below.
- D.3 The Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will undertake the following one time activities:
- a. transition activities related to land management;
 - b. implementation of its Maa-nulth First Nation Fishing Right, including:
 - i. additional Joint Fisheries Committee meetings as well as preparation time;
 - ii. additional community consultation with regard to the management and enforcement of harvesting under its Maa-nulth First Nation Fishing Right;
 - iii. *Ha'wiih* role in implementation of its Maa-nulth First Nation Fishing Right;
 - iv. a 30 year study of cetaceans, in the area off the west coast of Vancouver Island, by Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, including *Ha'wiih* representatives, and the provision of annual reports to the Joint Fisheries Committee; and
 - c. information systems development and the establishment of a registry of laws;

- d. additional support for the development and implementation of the management framework described in paragraph 3.12 of this Agreement;
 - e. emergency response plan; and
 - f. support for a Maa-nulth First Nations healing centre.
- D.4 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations is responsible for all ongoing activities and associated costs for:
- a. the operation and management of its fishery, including:
 - i. support for stock assessment as agreed to by the Joint Fisheries Committee;
 - ii. fisheries projects as agreed by the Joint Fisheries Committee;
 - iii. incremental catch monitoring;
 - iv. participation on the Joint Fisheries Committee or a multi-First Nation fisheries management process or any subcommittee thereof, as described in the Maa-nulth First Nations Final Agreement;
 - v. planning and management of harvesting under its Maa-nulth First Nation Fishing Right;
 - vi. enforcement of Ka:'yu:'k't'h'/Che:k'tles7et'h' Law related to its Maa-nulth First Nation Fishing Right ;
 - vii. review and development of habitat and enhancement proposals; and
 - viii. commercial fisheries;
 - b. activities related to National Parks and National Marine Conservation Areas, including:
 - i. meetings;
 - ii. administrative support;
 - iii. public consultation; and
 - iv. park management plans or reports;
 - c. treaty management activities, including:

- i. professional services;
 - ii. finance and administration;
 - iii. development, implementation, and annual updating of an emergency preparedness and response plan;
 - iv. insurance;
 - v. strategic and comprehensive community based planning;
 - vi. maintenance of information systems; and
 - vii. human resources management;
- d. capacity development and support for service delivery, including:
 - i. counseling;
 - ii. language training and cultural education;
 - iii. adult education;
 - iv. initiatives for Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations youth; and
 - v. other such programs and initiatives.

SCHEDULE E

PROVINCIALY SUPPORTED PROGRAMS AND SERVICES

- E.1. Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, together with the other Maa-nulth First Nations, will ensure the provision of a minimum of one community development officer.

COMMUNITY DEVELOPMENT OFFICER TERMS AND CONDITIONS

- E.2 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, together with the other Maa-nulth First Nations, will ensure that a minimum of one community development officer position is created, filled and maintained over the term of this Agreement with a job description that includes the following responsibilities:
- a. determine and document community social and economic needs;
 - b. assist in accessing programs and services or in the development of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations programs and services;
 - c. represent, advocate and act as liaison on behalf of the community with governments, government agencies and non-governmental organizations to meet the needs of the community;
 - d. identify funding from governments, government agencies and non-governmental organizations in aid of community social and economic development;
 - e. establish an effective process to facilitate applications for funding and monitor and maintain any resultant funding arrangement in good order;
 - f. facilitate effective community consultation and involvement in decisions that directly affect the social and economic needs of the community; and
 - g. support community members in developing necessary skills and capacities.

COMMUNITY DEVELOPMENT OFFICER REPORTING

- E.3. Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, together with the other Maa-nulth First Nations, will identify to British Columbia the name of the successful applicant for the position of community development officer.
- E.4 Within 90 days after the end of each Fiscal Year, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, together with the other Maa-nulth First Nations, will provide British Columbia with a report that includes the following:

- a. identification of the successful applicant occupying the position of community development officer;
- b. a summary of activities and outcomes; and
- c. a summary of program expenditures.

RESOURCE DEVELOPMENT

- E.5 The Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations will undertake activities to support resource development.

SCHEDULE F
PROVINCIALY SUPPORTED
PROGRAM AND SERVICE FUNDING AMOUNTS

ANNUAL FUNDING

- F.1 Subject to paragraph F.2, British Columbia will pay to the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations \$34,980 in each Fiscal Year of this Agreement.
- F.2 If the Effective Date does not fall on April 1 and the Parties have not made any other transitional funding arrangements, the Effective Year funding amount will be equal to the value in paragraph F.1 of this schedule multiplied by the number of days remaining in the fiscal year on the Effective Date and divided by 365.
- F.3 The Parties will determine the Effective Year funding amount referred to in paragraph F.2 at least 90 days before the Effective Date, or as otherwise agreed by the Parties.

ONE TIME FUNDING

RESOURCE DEVELOPMENT FUND

- F.4 On Effective Date British Columbia will provide one-time funding to the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations in the amount of \$1,501,362 for resource development referred to paragraph E.5.
- F.5 The Parties acknowledge that the Time Limited Provincial Funding provided for in paragraph F.4 for the activities in paragraph E.5 is Time Limited Provincial Funding for the purposes of 18.1.9 of the Maa-nulth First Nations Final Agreement.

F.6 The amount provided to the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations referred to in paragraph F.4 was calculated from the originally agreed funding amount of \$1,399,202 multiplied by the agreed price adjustment factor, as follows:

where:

$$\text{price adjustment factor} = \text{FDDIPI}_{LQ} / \text{FDDIPI}_{06Q3}$$

and:

FDDIPI_{LQ} is the first published value of FDDIPI for the latest quarter, 90 days before the effective date for which Statistic Canada has published a FDDIPI; and

FDDIPI_{06Q3} is the latest value of FDDIPI for the third quarter of 2006, published by Statistic Canada at the same time as the value used in FDDIPI_{LQ} .

SCHEDULE G FISHERIES ACTIVITIES AND FUNDING

In this Schedule:

“**EYFFA**” means the fisheries funding amount for the Effective Year as specified in Column 4 of Table 1.

- G.1 Canada will provide fisheries funding to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations in the amount of \$71,685 in accordance with Table 1 of this Schedule to support functions and activities listed in paragraphs G.6.
- G.2 Table 1 sets out:
- a. the base year fisheries funding amount for activities specified in G.6 to be provided by Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations;
 - b. the adjustment that will be made to the base year fisheries funding amount to arrive at the EYFFA; and
 - c. the adjustments that will be made to the EYFFA for each Subsequent Fiscal Year while this Agreement is in effect.

Table 1
Base Year Fisheries Funding Amount and Adjustment Factors

| | | Pre-Effective Year | Effective Year | Subsequent Fiscal Year |
|----------------------|---|---------------------------------|--|---------------------------|
| | Base Year Fisheries Funding Amount (2006Q4\$) | Adjustment to Effective Date | Effective Year Fisheries Funding Amount | Composite Adjustor |
| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
| Fisheries Funding | \$67,054 | Price | \$71,685 | 3.32% |

G.3 Calculation of Fisheries Funding to Effective Date

The base year fisheries funding amount will be adjusted by multiplying the base year fisheries funding amount as specified in Column 2 of Table 1 by the price adjustment factor in Column 3 of Table 1, as follows:

where:

$$\text{price adjustment factor} = \text{FDDIPI}_{\text{LQ}} / \text{FDDIPI}_{06\text{Q4}}$$

and:

$\text{FDDIPI}_{\text{LQ}}$ is the first published value of FDDIPI for the latest quarter, 90 days before the Effective Date for which Statistic Canada has published a FDDIPI; and

$\text{FDDIPI}_{06\text{Q4}}$ is the latest value of FDDIPI for the fourth quarter of 2006, published by Statistic Canada at the same time as the value used in $\text{FDDIPI}_{\text{LQ}}$.

Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations and Canada will determine the EYFFA at least 90 days before the Effective Date, or as otherwise agreed by them.

G.4 Effective Date Adjustment of the EYFFA

If the Effective Date falls on April 1, the EYFFA will be the amount determined in accordance with paragraph G.3 of this Schedule.

If the Effective Date does not fall on April 1, and Canada and Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations have not made any other transitional funding arrangements, the EYFFA will be reduced by any amounts that have been paid by Canada in respect of those activities identified in paragraph G.6 carried on before the Effective Date.

If the Effective Date is April 1 the amount calculated in accordance with this paragraph will be paid within 10 business days of April 1 of that Fiscal Year.

If the Effective Date does not fall on April 1, the amount calculated in accordance with this paragraph will be paid on the first day of the month that starts on or after the Effective Date.

G.5 Calculation of Fisheries Funding Amounts for Subsequent Fiscal Years

The calculation date is a date at least 90 days before the start of each Subsequent Fiscal Year at which time Canada will calculate the fisheries funding amount for the Subsequent Fiscal Year and provide that information to Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations.

Fisheries funding amounts for Subsequent Fiscal Years will be calculated as the product of the EYFFA calculated in accordance with paragraph G.3 multiplied by the composite adjustor in Column 5 of Table 1 as follows:

| | | | Subsequent Fiscal Year Fisheries Funding Amount |
|--------|---------|----------------------------------|--|
| Year 2 | EYFFA x | [1.0332] = | _____ |
| Year 3 | EYFFA x | [1.0332] x [1.0332] = | _____ |
| Year 4 | EYFFA x | [1.0332] X [1.0332] X [1.0332] = | _____ |

and so on for the term of this Agreement.

For each Fiscal Year, the net transfer will be the fisheries funding amount as determined above less the federal own source revenue inclusion amount for the Previous Fiscal Year determined in accordance with paragraph 14.0 of the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Own Source Revenue Agreement not already taken into account in paragraph B.4 of Schedule B.

The amount calculated in accordance with this paragraph will be paid within 10 business days of April 1 of that Fiscal Year.

G.6 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations is responsible for the following:

- a. catch monitoring and reporting; and
- b. biological support as agreed by the Joint Fisheries Committee.

G.7 Unless otherwise agreed in writing by Maa-nulth First Nations and Canada, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, together with the other Maa-nulth First Nations, will provide to Fisheries and Oceans Canada (DFO) in a manner described in the fisheries reporting procedure in this Schedule (except where otherwise provided for in a Maa-nulth Harvest Document or a licence issued to implement the Maa-nulth Harvest Agreement) catch monitoring and fisheries reporting data and samples:

- a. that are for sufficient time and locations that the data enables the Parties to fulfill their obligations in the Maa-nulth First Nations Final Agreement;
- b. that are for all harvests for food, social and ceremonial purposes under its Maa-nulth First Nations Fishing Rights, whether or not the Fish was caught incidentally;
- c. that distinguishes data for Fish that are selectively marked and for salmon from indicator stocks, as appropriate; and
- d. that facilitates the accurate generation of post-season estimates of total catch and, as appropriate, stock structure of the catch, and age structure of the catch.

G.8 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Fisheries Report

Unless otherwise agreed in writing by Maa-nulth First Nations and Canada, Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, together with the other Maa-nulth First Nations, will provide weekly to DFO a report in-season that, where appropriate, summarizes the following data for each species and fishery:

- a. daily catch by gear reported as retained ;
- b. daily catch by gear reported as released;
- c. daily fishing effort by gear;
- d. Catch Per Unit Effort (CPUE); and
- e. location of fishing.

For data management purposes, the actual format of the report will be provided annually by DFO and an example is shown below:

| | | | | | | | | |
|--------------|-----------|--|--|---------------------------------------|---|--------------|-------------------|----------------------------------|
| Species: | | | | | | | | |
| Week of: | | dd/mm/yyyy to dd/mm/yyyy | | | | | | |
| Date | Gear type | Catch Reported as Retained (pieces) | Catch Reported as Released (pieces) | Fishing Effort Reported (hours) | Catch per Unit Effort (pieces/hr) | Monitor Site | Hours observed | Locations (sub-area, etc.) |
| | | | | | | | | |
| | | | | | | | | |
| Total | | | | | | | | |
| Prepared By: | | | | Signature: | | | | |

Species: Provide a separate table for each species, for fish that are selectively marked, and for salmon from indicator stocks.

Gear Type: Specify, e.g. gill net, drift net, rod and reel, gaff, fishwheel, fishway, fence or trap.

Monitor Site: Describe the location monitored.

Hours Observed: Indicate how many hours the monitor observed at the site.

