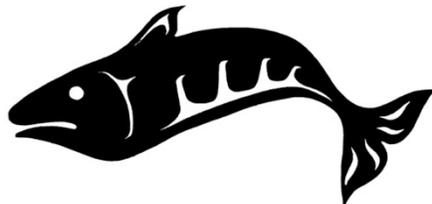


YALE FIRST NATION

FISCAL FINANCING AGREEMENT



*YALE FIRST NATION*

Canada 



## YALE FIRST NATION FISCAL FINANCING AGREEMENT

This page, signed in Yale, British Columbia, this 5<sup>th</sup> day of February, 2010, signifies the intent of the Chief Negotiators for Canada, British Columbia and Yale First Nation, to recommend that the Yale First Nation Fiscal Financing Agreement, as it may be amended, be signed by the Parties.

### FOR YALE FIRST NATION:

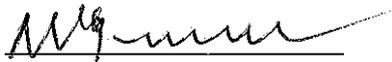


Chief Robert Hope  
Chief Negotiator, Yale First Nation

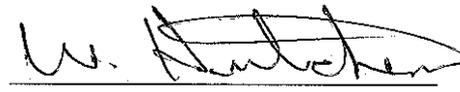


Witnessed by:  
Doug Hansen

### FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA:



William Dymond  
Chief Federal Negotiator



Witnessed by:  
Wendy Hutchinson

### FOR HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA:



Mark Lofthouse  
Chief Provincial Negotiator



Witnessed by:  
Andrea Keil

After Chief Negotiators have signed this page, and before the Fiscal Financing Agreement is signed by the Parties, it may be subject to review and amendment by agreement of the Chief Negotiators.

# Yale First Nation Fiscal Financing Agreement

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_, 20\_\_.

## **BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the  
Minister of Indian Affairs and Northern Development**

("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:**

**YALE FIRST NATION, as represented by the Yale First Nation  
Government**

(the "Yale First Nation")

OF THE THIRD PART

## WHEREAS:

Chapter 20 Fiscal Relations of the Yale First Nation Final Agreement provides that the Parties will negotiate and attempt to reach agreement on a Fiscal Financing Agreement:

NOW in consideration of the promises 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 Yale First Nation Final Agreement have the meanings ascribed to them in the Yale First Nation Final Agreement.

1.2 In this Agreement:

**“Agreed-Upon Assets”** means the capital assets listed in Schedule C;

**“Agreement”** means this Yale First Nation Fiscal Financing Agreement and the schedules;

**“Block Funding”** means the annual aggregate amount of funding to support the provision of programs and services described in Schedule A;

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

**“Eligible Student”** means an Indian, ordinarily resident on Yale First Nation Land, who is enrolled in and attending a federal, provincial, private or independent school recognized by British Columbia as an elementary or secondary institution, a band operated school, or a school operated by Yale First Nation.

**“FDDIPI”** means the Canada Final Domestic Demand Implicit Price Index, series D100466, published regularly by Statistics Canada in Matrix 10512: Implicit Price Indexes, Gross Domestic Product, or its replacement series as specified by Statistics Canada;

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

**“Fiscal Year”** means the period that commences on April 1<sup>st</sup> of a year and ends on March 31<sup>st</sup> of the following year;

**“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 Committee”** means the committee established on the Effective Date in accordance with Chapter 23 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.

**“One Time Federal Funding”** means the aggregate of one time funding to support activities in Schedule E;

**“Own Source Revenue Agreement”** means the Yale First Nation Own Source Revenue Agreement signed by the Parties on \_\_\_\_\_, and includes any amendments made to the Yale First Nation Own Source Revenue Agreement from time to time in accordance with its provisions;

**“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 funding amounts provided by British Columbia to Yale First Nation to support the provision of Provincially Supported Programs and Services, as set out in Schedule G;

**“Provincially Supported Programs and Services”** means those Agreed-Upon Programs and Services described in Schedule F for which British Columbia has agreed to contribute funding as set out in Schedule G;

**“Subsequent Fiscal Years”** means the Fiscal Years following the Effective Year.

**“Yale First Nation Final Agreement”** means the Yale First Nation Final Agreement signed on behalf of the Yale First Nation and British Columbia and Canada on - \_\_\_\_\_, and includes any amendments from time to time; and

**“Yale First Nation Indian”** means a person who is registered or entitled to be registered as an Indian on the Indian Register maintained by Canada in relation to the Yale First Nation;

## 2.0 TERM

- 2.1 If the Effective Date is April 1, this Agreement will commence on April 1 and, except if extended in accordance with paragraph 8.31, will end on March 31 of the Fiscal Year in which the fourth anniversary of the Effective Date occurs.
- 2.2 If the Effective Date is a date other than April 1, this Agreement will commence on that other date for the balance of that Fiscal Year and, except if extended in accordance with paragraph 8.31, will end on March 31 of the Fiscal Year in which the fourth anniversary of the Effective Date occurs as if the Agreement commenced on April 1.

## 3.0 YALE FIRST NATION'S RESPONSIBILITIES

- 3.1 Yale First Nation is responsible for ensuring, either directly or indirectly, the provision of Federally Supported Programs and Services, and Provincially Supported Programs and Services in accordance with this Agreement.
- 3.2 Federally Supported Programs and Services and Provincially Supported Programs and Services provided by Yale First Nation or any agent or contractor on behalf of Yale First Nation will be delivered in accordance with Yale First Nation Laws, and any applicable Federal Law or Provincial Law.
- 3.3 If Yale First Nation chooses to have a third party education service provider deliver either kindergarten, elementary or secondary level education programs and services contemplated by Schedule A, Yale First Nation will enter into an education service contract with that third party service provider and will maintain the third party 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 meet the requirements of the provincial *School Act* or the *Independent Schools Act* as applicable.
- 3.4 Yale First Nation will develop, implement and maintain an emergency preparedness and response plan, and will update the plan annually, and will provide a copy of the plan to British Columbia and Canada.
- 3.5 Yale First Nation will maintain and replace Agreed-Upon Assets in a manner consistent with applicable Federal Laws and Provincial Laws, and federal and provincial standards, codes and guidelines, including building, and fire and safety codes.
- 3.6 Yale First Nation may allocate and expend transfer payments received from Canada under this Agreement as the Yale First Nation, in its discretion, determines.
- 3.7 Yale First Nation is entitled to retain any unexpended transfer payments received from Canada under this Agreement, and is responsible for any expenditure related to the delivery of Federally Supported Programs and Services in excess of those transfer payments provided under this Agreement.

3.8 Yale First Nation is responsible for any expenditure related to the delivery of Provincially Supported Programs and Services in excess of the Provincial Funding.

#### **4.0 FEDERAL FUNDING**

4.1 Subject to the terms of this Agreement, for the Effective Year Canada will make transfer payments to Yale First Nation toward the Block Funding amount as follows:

- a) if the Effective Date is April 1, the amount will be the Effective Year Block Funding amount described in Table 1 and B.2 of Schedule B; and
- b) if the Effective Date is not April 1, the amount will be the amount referred to in 4.1(a), adjusted in accordance with B.5 of Schedule B.

4.2 Subject to the terms of this Agreement, for each Subsequent Fiscal Year Canada will make transfer payments to Yale First Nation toward the Block Funding amount as follows:

- a) the Block Funding amount for the Fiscal Year described in Table 1 of Schedule B, adjusted in accordance with B.4 of Schedule B, less
- b) the Yale First Nation federal own source revenue inclusion amount for the Previous Fiscal Year determined in accordance with 13.2 of the Yale First Nation Own Source Revenue Agreement.

4.3 Notwithstanding 4.2(b), the transfer payment to Yale First Nation pursuant to 4.2 will not be less than \$148,000 (2008\$), which amount will be adjusted in accordance with Table 3 of Schedule B.

4.4 The transfer payments to Yale First Nation toward the Block Funding amount will be paid by Canada in the following manner:

- a) for the transfer payment described in 4.1(a), where the Effective Date is April 1, 25.3% within 10 business days of the Effective Date, and 8.3% on the first business day of the beginning of each of the nine successive months commencing in May and ending in January of that Fiscal Year; or
- b) for the transfer payment described in 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 4.2, for each Subsequent Fiscal Year, 25.3% within 10 business days of the Effective Date, and 8.3% on the first business day of the beginning of each of the nine successive months commencing in May and ending in January of that Fiscal Year.

4.5 Subject to the terms of this Agreement, Canada will make transfer payments to Yale First Nation toward the One Time Federal Funding amount in accordance with Table 2 of Schedule B, adjusted in accordance with B.9 of Schedule B.

4.6 The transfer payment to Yale First Nation toward the One Time Federal Funding amount for each Subsequent Fiscal Year calculated in 4.5 will be reduced by any amount of Yale First Nation federal own source revenue inclusion for the Previous Fiscal Year not already deducted from transfer payments in accordance with 4.1 and 4.2.

## **5.0 PROVINCIAL FUNDING**

5.1 Subject to the terms of this Agreement, British Columbia will make transfer payments to Yale First Nation in accordance with Schedule G.

5.2 British Columbia will pay the annual funding amount referred to in G.1 and G.3 of Schedule G within 10 business days:

- a) of the Effective Date; and
- b) of April 1<sup>st</sup> of each Subsequent Fiscal Year.

5.3 British Columbia will pay the economic development amounts referred to in paragraph G.4 of Schedule G within 10 business days of each payment date.

## **6.0 OTHER PROGRAM AND SERVICE ARRANGEMENTS**

### **EMERGENCY PREPAREDNESS**

6.1 Yale First Nation 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 Yale First Nation in its preparation for emergencies on Yale First Nation Land in a manner consistent with the assistance given by Canada or British Columbia 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 Yale First Nation Land 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 Yale First Nation in relation to a response, which is not coordinated by British Columbia, to an emergency; or
- b) costs recoverable from a third party.

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

## **ADDITIONAL PROGRAMS AND SERVICES**

6.5 Yale First Nation may notify Canada and British Columbia that it wishes to negotiate the inclusion of additional programs and services on the list of Agreed-Upon Programs and Services which would otherwise be provided to residents of British Columbia or provided to Indians by British Columbia or Canada.

6.6 If Yale First Nation provides notice to Canada and British Columbia under 6.5 at least two years prior to the expiry of this Agreement, the Parties will consider whether it is appropriate to include those programs and services in this Agreement or some other arrangement and may negotiate the inclusion of additional programs and services on the list of Agreed-Upon Programs and Services.

## **7.0 SEPARATE LIABILITIES**

7.1 The obligations of Canada and British Columbia under this Agreement are separate.

7.2 Notwithstanding any other provision of this Agreement, British Columbia is not a Party to Schedule A, B, C, D, or E and, for greater certainty, British Columbia is not subject to or bound by any obligation set out in Schedule A, B, C, D, or E.

7.3 Notwithstanding any other provision of this Agreement, Canada is not a Party to Schedule F or G and, for greater certainty, Canada shall not be subject to or bound by any obligation in Schedule F or G.

7.4 Notwithstanding any other provision of this Agreement, the amount of any transfer payment by British Columbia to the Yale First Nation 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 the Yale First Nation 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 7.4 of this Agreement, British Columbia and the Yale First Nation 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 the Yale First Nation in any Fiscal Year under this Agreement is subject to the appropriation of funds by Parliament.
- 7.8 The obligation of Yale First Nation to provide Federally Supported Programs and Services 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 7.7 of this Agreement, Canada and the Yale First Nation 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 Yale First Nation to meet its obligations set out in this Agreement, the Parties will, at the request of Yale First Nation:
- a) meet as soon as possible to review the exceptional circumstances and the impact on ability of Yale First Nation to meet its obligations;
  - b) review potential funding sources or other assistance available to Yale First Nation 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 Yale First Nation to meet its obligations.
- 8.2 For further clarification, 8.1 is intended to address circumstances which were not reasonably foreseeable at the time this Agreement was entered into and which have a significant impact on Yale First Nation's performance of its obligations under this Agreement.

## DISPUTE RESOLUTION

- 8.3 In the event of a dispute respecting 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.
- 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 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, D or E, 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 F or G, 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 24 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 8.5 will be considered to be "collaborative negotiations" for the purpose of Chapter 24 Dispute Resolution, and will be deemed to fully satisfy the requirements set out in 24.4 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 27 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 27 Dispute Resolution.

## ACCOUNTABILITY

- 8.13 Yale First Nation 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 Yale First Nation Constitution.

- 8.14 Yale First Nation will undertake program reporting to Canada and British Columbia in accordance with the reporting requirements in Schedule A and reporting procedures set out in Schedule D.
- 8.15 Yale First Nation will undertake program reporting to British Columbia in accordance with Schedule F.
- 8.16 All accounts and financial statements required to be prepared under this Agreement will be maintained and prepared in accordance with Generally Accepted Accounting Principles.
- 8.17 Yale First Nation 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 Yale First Nation prepared to a comparable standard to that generally accepted for governments in Canada.

## **INFORMATION EXCHANGE**

- 8.18 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.
- 8.19 At the written request of Canada or British Columbia, Yale First Nation will provide copies of public reports prepared by Yale First Nation, or its agent or contractor, in relation to Federally Supported Programs and Services or Provincially Supported Programs and Services.
- 8.20 If British Columbia seeks information from Yale First Nation regarding the delivery of programs and services in this Agreement that has not been previously collected or reported, British Columbia and Yale First Nation will meet and discuss the information that British Columbia requests and the terms and conditions under which British Columbia would pay for the collection or reporting of such information.
- 8.21 Before making any substantive change to a social assistance program or service delivered by or for British Columbia, British Columbia will provide notice to Yale First Nation 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.
- 8.22 For the purposes of 8.21 "social assistance program or service" means any income, disability or hardship assistance, supplement or related program or service provided under

- the *Employment Assistance Act* or the *Employment Assistance for Persons with Disabilities Act* or any equivalent program or service provided under those Acts or any successor legislation.
- 8.23 Before making any substantive change to a social assistance program or service set out in A.1 a) and A.1 b) of Schedule A, delivered by or for Yale First Nation, Yale First Nation 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 Yale First Nation 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 8.21, then British Columbia is deemed to satisfy its obligations under 8.21 once notification is provided by British Columbia to that representative body.
- 8.25 If British Columbia establishes a process providing for collective discussion with First Nation Governments in British Columbia in relation to matters referred to in 8.21:
- a) the Yale First Nation Government will be invited to participate in that process; and
  - b) the notice given as part of that process will be deemed to satisfy British Columbia's obligation for notification under 8.21.
- 8.26 Unless British Columbia agrees otherwise, Yale First Nation will retain the information provided under 8.21 in strict confidence until such time as the new or amended policy or program information is publicly available.
- 8.27 Where there are individuals ordinarily resident on Yale First Nation Lands who are not eligible for programs and services provided by Yale First Nation, and as set out in this Agreement, Yale First Nation will facilitate the coordination of programs and services to those people by the provincial authority by sharing relevant information as appropriate, provided Yale First Nation has such information.
- 8.28 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 2.14 of Chapter 2 General Provisions.

## **SUBSEQUENT FISCAL FINANCING AGREEMENT**

- 8.29 Not later than eighteen months before the end of the term of this Agreement, or earlier if the Parties agree, the Parties will begin to negotiate and attempt to reach agreement, in accordance with the provisions of Chapter 20 Fiscal Relations, on a subsequent Fiscal Financing Agreement.
- 8.30 During the negotiations on the subsequent Fiscal Financing Agreement, the Yale First Nation will notify Canada and British Columbia of any additional programs or services that it wishes to have included in a subsequent Fiscal Financing Agreement.
- 8.31 If the Parties do not reach agreement on a subsequent 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 Fiscal Financing Agreement, whichever is earlier; and
  - b) Block Funding during the period in 8.31(a) will be adjusted each Fiscal Year during the extended term in accordance with adjustors in Schedule B for the Fiscal Year in which the Agreement was intended to originally expire.

## **DEFAULT AND REMEDIES**

- 8.32 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.
- 8.33 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.
- 8.34 A Party in alleged default that receives a notice of default under 8.33 will, within 30 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 provisions set out in 8.3 to 8.12.
- 8.35 A Party that gives notice of a default under 8.33 may at any time waive the default, in which case the default is waived for all Parties for all purposes.

## SCHEDULES

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

Schedule	Description
A	Federally Supported Programs and Services - Ongoing
B	Federally Supported Program and Service Base Funding Amounts and Adjustment Factors
C	Agreed-Upon Assets
D	Federally Supported Programs and Services Reporting Procedures
E	Federally Supported Programs and Services – One-Time
F	Provincially Supported Programs and Services
G	Provincially Supported Program and Service Funding Amounts

## AMENDMENT

- 8.37 Except as otherwise provided in 8.38 and 8.39 any amendment to this Agreement must be in writing and be executed by all Parties.
- 8.38 Any amendment to Schedules A, B, C, D, and E must be in writing and be executed by Canada and Yale First Nation.
- 8.39 Any amendment to Schedule F and G must be in writing and be executed by British Columbia and Yale First Nation.

## NO IMPLIED WAIVER

- 8.40 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.
- 8.41 No written waiver of a provision of this Agreement, of performance by a Party of an obligation under this Agreement, or of default by a Party of a covenant under this Agreement, is deemed to be a waiver of any other obligation, provision, or of any subsequent default.

## FURTHER ASSURANCES

- 8.42 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

- 8.43 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) the word "will" denotes an obligation that, unless this Agreement provides to the contrary, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;
  - c) the word "or" is used in its inclusive sense, meaning A or B, or both A and B; and the word "and" is used in its joint sense, meaning A and B, but not either alone;
  - d) 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;
  - e) 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;
  - f) 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;
  - g) unless it is otherwise clear from the context, a reference to a Schedule means a Schedule to this Agreement;

- h) 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
- i) all accounting terms have the meanings assigned to them under Generally Accepted Accounting Principles.

## **EFFECT OF THIS AGREEMENT**

- 8.44 This Agreement does not form part of the Yale First Nation Final Agreement.
- 8.45 This Agreement is not a treaty or a land claims agreement, and does not create, recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

## **SEVERABILITY**

- 8.46 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**

- 8.47 Yale First Nation 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.
- 8.48 Where Yale First Nation has delegated any or all of its obligations pursuant to 8.47, Yale First Nation 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 by the other Parties.
- 8.49 Regardless of any delegation under 8.47, this Agreement is binding upon the Parties and their respective administrations and successors.
- 8.50 This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

## **NO ASSIGNMENT**

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

## NOTICES

8.52 Unless otherwise provided, a notice, document, request, approval, authorization, consent or other communication (each a "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.

8.53 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.

8.54 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:** Director, Funding Services  
Department of Indian Affairs and Northern Development  
600-1138 Melville Street  
Vancouver, British Columbia  
V6E 4S3  
**Fax Number:** (604) 775-7149

**For:** **British Columbia**  
**Attention:** Minister of Aboriginal Relations and Reconciliation  
Parliament Buildings  
Victoria, British Columbia  
V8W 1X4  
**Fax Number:** (250) 953-4856

**For:** Yale First Nation  
**Attention:** \_\_\_\_\_  
Box 1869  
Hope, British Columbia  
V0X 1L0  
**Fax Number:** (604) 863-2467

8.55 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.



## SCHEDULE A FEDERALLY SUPPORTED PROGRAMS AND SERVICES - ONGOING

Subject to 7.8 of this Agreement, Yale First Nation agrees to the following:

### SOCIAL DEVELOPMENT

- A.1 The Yale First Nation will ensure the provision of the following Federally Supported Programs and Services:
- a) for Indians and Indian Families ordinarily resident on Yale First Nation Land, income assistance and services, including basic needs, shelter, children out of parental home and special needs;
  - b) non-insured health benefits for non-Indian members of Indian Families ordinarily resident on Yale First Nation Land receiving income assistance in A.1 a); and
  - c) for Indians and Indian Families ordinarily resident on Yale First Nation Land, local community programs, including adult in-home care, family violence, and the national child benefit reinvestment program.

### SOCIAL DEVELOPMENT TERMS AND CONDITIONS

- A.2 In the delivery of the Federally Supported Programs and Services listed in A.1, the Yale First Nation will ensure that:
- a) there is equality of access to programs and services for Indians and Indian Families ordinarily resident on Yale First Nation Land;
  - b) objective needs or income tests are conducted for applicants for the programs or services;
  - c) a formally defined benefits schedule specifying types of 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 assistance to a person;
  - e) an administrative system that ensures confidentiality of applicant information; and
  - f) the National Child Benefit Program savings will be invested in accordance with the program.

## **SOCIAL DEVELOPMENT REPORTING**

- A.3 The Yale First Nation 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 and British Columbia in accordance with the reporting procedures set out in Schedule D of this Agreement:
- a) income assistance of persons to whom that assistance is provided under A.1 (a) and A.1(b) by category of assistance as per social development reporting procedures D.1, D.2 and D.3; and
  - b) National Child Benefit Reinvestment Program as per social development reporting procedure D.4.

## **EDUCATION**

- A.4 The Yale First Nation will ensure the provision of the following Federally Supported Programs and Services:
- a) in respect of Eligible Students ordinarily resident on Yale First Nation Land, 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 Yale First Nation Indians, wherever they reside in Canada, financial support to attend accredited post secondary education or training institutions.

## **EDUCATION TERMS AND CONDITIONS**

- A.5 In the delivery of financial support to Yale First Nation Indians to attend accredited post secondary education or training institutions referred to in A.4(d) the Yale First Nation will ensure that:
- a) a formally defined schedule of types and amounts of assistance and criteria for eligibility, is publicly available; and
  - 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 a person.

## **EDUCATION REPORTING**

- A.6 The Yale First Nation will ensure that 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 and British Columbia in accordance with reporting procedures D.5 and D.6 set out in Schedule D of this Agreement.

## **FISHERIES**

- A.7 The Yale First Nation will ensure the provision of biological samples, catch data and other information related to Fish and Aquatic Plants harvested under the Yale First Nation Right to Harvest Fish as may be required by a Yale First Nation Harvest Document, Federal Law or Provincial Law.

## **FISHERIES TERMS AND CONDITIONS**

- A.8 The design of fisheries catch monitoring and reporting programs will be described in the Fisheries Operational Guidelines.

## **FISHERIES REPORTING**

- A.9 Fisheries reporting will be in accordance with the Yale First Nation Harvest Document.
- A.10 Where an agent or contractor of Yale First Nation collects biological samples, catch data or other information related to Fish and Aquatic Plants harvested under the Yale First Nation Right to Harvest Fish, the Yale First Nation will ensure that reports are provided to DFO in a timely manner.

## GOVERNANCE AND TREATY MANAGEMENT

- A.11 Yale First Nation will ensure the provision of the following agreed-upon functions of its government:
- a) executive and legislative functions, administration, management and operation of the Yale First Nation Government, including:
    - i. maintenance of a public registry of the Yale First Nation Constitution and Yale First Nation Laws, and other record keeping;
    - ii. conduct of elections and referenda;
    - iii. establishment of a procedure for enrolling persons under the Yale First Nation Final Agreement in accordance with the Chapter 25 Eligibility and Enrolment and maintenance of a public enrolment register;
    - iv. raising of revenue;
    - v. financial management; and
    - vi. program and financial accountability in accordance with the Yale First Nation Constitution;
  - b) economic development services;
  - c) training;
  - d) financial and treaty management oversight
  - e) insurance (property, liability, crime, directors and officers);
  - f) human resource management;
  - g) planning, including:
    - i. strategic planning;
    - ii. comprehensive community planning; and
    - iii. environmental management plan;
  - h) all activities related to land and environmental management in respect of Former Indian Reserves; and
  - i) all activities as they relate to migratory birds management.
- A.12 Yale First Nation will ensure the provision of the following governance and treaty management services:
- a) where applicable, issuance of permits and licenses for activities over which the Yale First Nation Government has jurisdiction and authority in accordance with the Yale First Nation Final Agreement;
  - b) fire protection;
  - c) appointment of officers for the enforcement of Yale First Nation Law in areas such as zoning, land use, traffic and transportation; and
  - d) development, implementation, and annual updating of an emergency;
  - e) preparedness and response plan;
  - f) all activities related to fisheries management.

## **GOVERNANCE AND TREATY MANAGEMENT REPORTING**

- A.13 Yale First Nation will provide to Canada information on governance and treaty management activities and services where required by a statistical agency, in accordance with Federal Law.

## **PHYSICAL WORKS PROGRAMS AND SERVICES**

- A.14 Yale First Nation will be responsible for the operation, maintenance, major maintenance and replacement of the Agreed Upon Assets listed in Schedule C.

## **OTHER PHYSICAL WORKS ARRANGEMENTS**

- A.15 Nothing in this Agreement prevents Yale First Nation from applying for federal program funding for new physical works construction, new housing and renovations and education assets and facilities. In order to qualify for funding, Yale First Nation must meet the program criteria as may be amended from time to time. Funding is subject to the availability of funds.
- A.16 The Parties will negotiate and attempt to reach agreement in the subsequent Fiscal Financing Agreement how the operation, maintenance and replacement of new physical works constructed under A.15 will be taken into consideration.

**SCHEDULE B  
FEDERALLY SUPPORTED PROGRAM AND SERVICE  
BASE FUNDING AMOUNTS AND ADJUSTMENT FACTORS**

In this Schedule:

“BYBFA” means the Block Funding amount set out for the base year 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 Yale First Nation;
- b. the adjustment that will be made to the BYBFA to arrive at the Block Funding amount for the Effective Year through the application of the budget adjustment factor and price adjustment factor; and
- c. the adjustments that will be made to the EYBFA to arrive at the Block Funding amount for each Subsequent Fiscal Year, while this Agreement is in effect.

**Table 1  
Base Year Block Funding Amount and Adjustment Factors**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
	Base Year (2008/09)	Pre-Effective Year	Effective Year	Subsequent Fiscal Year
	Block Funding Amount	Adjustment to Effective Date	Effective Year Block Funding Amount	Composite Adjustor
Social Development Education Governance Community Economic Development Total Existing Funding	\$497,404	budget adjustment factor	\$	3.10%
Fisheries and Governance and Treaty Management	\$595,103*	price adjustment factor	\$	3.10%

Physical Works Major Maintenance and Replacement	\$45,081	budget adjustment factor	\$	3.10%
Total Block Funding	\$1,137,588		\$	

\* 2008Q2\$

**Calculation of Block Funding to Effective Date**

B.2 The BYBFA will be adjusted to the Effective Date by the budget adjustment factor or the price adjustment factor in accordance with Column 3 of Table 1 as follows:

Budget adjustment factor	EYBFA
2009/10 BYBFA x [1.017] =	_____
2010/11 BYBFA x [1.017] x [1.017] =	_____
2011/12 BYBFA x [1.017] x [1.017] x [1.017] =	_____

and so on to determine the EYBFA.

Price adjustment factor

where:

- a. price adjustment factor =  $FDDIPI_{LQ} / FDDIPI_{08Q2}$
- b.  $FDDIPI_{LQ}$  is the first published value of FDDIPI for the latest quarter, 90 days before the Effective Date for which Statistics Canada has published a FDDIPI; and
- c.  $FDDIPI_{08Q2}$  is the latest value of FDDIPI for the 2<sup>nd</sup> quarter of 2008, published by Statistics Canada at the same time as the value used in  $FDDIPI_{LQ}$ .

B.3 Yale First Nation and Canada will determine the EYBFA at least 90 days before the Effective Date, or as otherwise agreed by them.

**Effective Date Adjustment of the EYBFA**

B.4 If the Effective Date falls on April 1, the EYBFA will be the amount determined in accordance with B.2.

B.5 If the Effective Date does not fall on April 1, and Canada and Yale First Nation 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 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 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 Table 1 that are carried on before the Effective Date, EYBFA determined under 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 Yale First Nation.

**Calculation of Block Funding Amounts for Subsequent Fiscal Years**

B.6 Block Funding amounts for Subsequent Fiscal Years will be calculated as the product of the EYBFA calculated in accordance with B.2 multiplied by the composite adjustor in Column 5 of Table 1 as follows:

		Block Funding Amount for Subsequent Fiscal Years
Year 2	EYBFA x [1.031] =	_____
Year 3	EYBFA x [1.031] x [1.031] =	_____
Year 4	EYBFA x [1.031] x [1.031] x [1.031] =	_____

and so on for the term of this agreement.

B.7 In accordance with 4.2(b) of this Agreement, the transfer payment will be the Subsequent Fiscal Year Block Funding amount, as determined above, less the federal own source revenue inclusion amount for the Previous Fiscal Year determined in accordance with 13.1 of the Yale First Nation Own Source Revenue Agreement.

**ONE TIME FEDERAL FUNDING AMOUNTS AND ADJUSTMENT FACTORS**

B.8 Table 2 sets out:

- a. the One Time Federal Funding amount; and
- b. the adjustments that will be made to the One Time Federal Funding amount to arrive at the Effective Year One Time Federal Funding amount and for Subsequent Fiscal Years

**Table 2**  
**One Time Federal Funding Amounts and Adjustment Factors**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
		Pre-Effective Date	Effective Date
	One Time Federal Funding Amount	Adjustment to Effective Date	One Time Federal Funding Amount
One Time Federal Funding	\$904,831	Price Adjustment Factor	\$

B.9 The One Time Federal Funding amount will be adjusted by multiplying the One Time Federal Funding amount in Column 2 of Table 2 by the price adjustment factor, as follows:

where:

- a. price adjustment factor =  $FDDIPI_{LQ} / FDDIPI_{08Q2}$
- b.  $FDDIPI_{LQ}$  is the first published value of FDDIPI for the latest quarter, 90 days before the Effective Date for which Statistics Canada has published a FDDIPI; and
- c.  $FDDIPI_{08Q2}$  is the latest value of FDDIPI for the 2<sup>nd</sup> quarter of 2008, published by Statistics Canada at the same time as the value used in  $FDDIPI_{LQ}$ .

B.10 The Parties will determine the One Time Federal Funding amount for the Effective Year at least 90 days before the Effective Date, or as otherwise agreed by them.

**FEDERAL TRANSFER FLOOR AMOUNT AND ADJUSTMENT FACTORS**

B.11 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**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
	Base Year	Pre-Effective	Effective Year	Subsequent Fiscal

	(2008Q2\$)	Year		Year
Program Area	Federal Transfer Floor Amount	Adjustment to Effective Date	Federal Transfer Floor Amount	Composite Adjustment Factor
Federal Transfer Floor	\$148,000	Price Adjustment Factor	\$	3.10%

**Calculation of the Federal Transfer Floor to Effective Date**

- B.12 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 B.9.
- B.13 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.

**Calculation of the Federal Transfer Floor for Subsequent Fiscal Years**

- B.14 The federal transfer floor amounts for Subsequent Fiscal Years will be calculated as the product of the EYFTF as determined under B.6, multiplied by the composite adjustment factor in Column 5 of Table 3 as follows:

	Subsequent Fiscal Year Transfer Floor
Composite adjustment factor	
Year 2 EYFTF x [1.0310] =	_____
Year 3 EYFTF x [1.0310] x [1.0310] =	_____
Year 4 EYFTF x [1.0310] X [1.0310] X [1.0310] =	_____

and so on for the term of this Agreement.

## SCHEDULE C AGREED-UPON ASSETS

#	Asset Code	Asset No. & Ext.	Asset Name	Year Constructed	Quantity
<b>08097 - Yale Town No.1</b>					
1	B1B	4010-01	WATER SYSTEM MAINS		
		1983	150 mm PVC Blue Brute	1983	188 m
			50 mm Poly	1983	65 m
			Hydrant	1983	1 EA.
			Valves	1983	3 EA.
2	D1A	6020-01	EARTH ROAD (to Cemetery)	1980	180 m
3	D1D	6010-01	PAVED ROADS (Church Road)	1983	80 m
			*Repave		
<b>08103 - Stullawheets No.8</b>					
4	B1B	4010-01	WATER SYSTEM MAINS 50 mm poly	1984	300 m
5	B1F	4020-01	WATER SUPPLY WELL	1980	1 EA
			150 mm well casing		1
			Piping, 2 tanks		1
			Pump		1
6	D1B	6010-01	GRAVEL ROADS	1980	1100 m
			*Resurface		
7	D1B	6010-02	GRAVEL ROAD	1980	300 m
			*Resurface		
13	A5A	0010	Pumphouse	1985	1
<b>08104 - Lukseetsissum No.9</b>					
8	B1B	4010-01	WATER SYSTEM MAINS	1980	130 m
9	B1F	4020-01	WATER SUPPLY WELL	1980	2 EA.
			150 mm well casing		2 EA.
			Piping, 2 tanks		2 EA.
			Pump		2 EA.
10	D1B	6010-01	GRAVEL ROADS	1980	150 m
			*Resurface		
14	A5A	0010	Pumphouse	1985	1
<b>08097 - Yale Town No.1</b>					
11	D9A	9999-05	DIKE	2001	180 m
<b>08104 - Lukseetsissum No.9</b>					
12	D9A	9999-03	DIKE	2001	450 m

**SCHEDULE D  
FEDERALLY SUPPORTED PROGRAMS AND SERVICES  
REPORTING PROCEDURES**

Yale First Nation Fiscal Financing Agreement

Procedure D.1

**Social Development Reporting for Fiscal 20XX**

Reference: A.3(a) - individuals to whom income assistance is provided under A.1(a), by category of assistance.

	Singles	One and Two Parent Families	Childless Couples	Total
Case Months *				
Case Load *				

\*Indians and Indian Families ordinarily resident on Yale 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.

**Social Development Reporting for Fiscal 20XX**

Reference: A.3(a) - individuals to whom income assistance is provided under A.1(a) by category of assistance

	PPMB Singles	PPMB One and Two Parent Families	PPMB Childless Couples	Total
Case Months				
Case Load				

	PWD Singles	PWD One and Two Parent Families	PWD Childless Couples	Total
Case Months				
Case Load				

\*Indians and Indian Families ordinarily resident on Yale First Nation Land.

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 First Nation 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.

**Social Development Reporting for Fiscal 20XX**

Reference: A.3(a) - individuals to whom non-insured health benefits are provided under A.1(b)

	<b>TOTAL</b>
Case Months *	
Case Load *	

\* non-insured health benefits for non-Indian members of Indian Families ordinarily resident on Yale 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  $52/12 = 4.33$ .

**Yale First Nation Fiscal Financing Agreement**

**Procedure D.4**

**Social Development Reporting for Fiscal 20XX**

Reference: A.3(b) - 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.

**Yale First Nation Fiscal Financing Agreement  
Education Reporting for Fiscal 20XX**

**Procedure D.5**

Reference: A.6 - enrolment (number of Eligible Students receiving Federally Supported Programs and Services under paragraph A.4(a)), by type of educational institution.

EDUCATIONAL INSTITUTION	Enrolment*				Number of Graduates			
	First Nation Operated School	Independent School	Provincial School (SD ___)	Total	First Nation Operated School	Independent School	Provincial School (SD ___)	Total
KINDERGARTEN					NA	NA	NA	NA
ELEMENTARY					NA	NA	NA	NA
SECONDARY								
DOGWOOD Completion Certificate								
School Leaving Certificate								
TOTAL								

\* Eligible Students ordinarily resident on Yale First Nation Lands.

Education Reporting for Fiscal 20XX

Reference: A.6 - enrolment (number of individuals receiving Federally Supported Programs and Services under A.4(d)), by type of educational institution.

EDUCATIONAL INSTITUTION	Enrolment*	Number of Graduates
University		
University College		
College (Public/Private)		
BCcampus		
Institutes		
Private Post-Secondary Institutions		
TOTAL		

\* Yale First Nation 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.

**SCHEDULE E**  
**FEDERALLY SUPPORTED PROGRAMS AND SERVICES – ONE-TIME**

- E.1 Yale First Nation will undertake the following Federal one time activities:
- a) Transition activities associated with land, resource and environmental management, including but not limited to:
    - i. zoning and development;
    - ii. land use planning in respect of former reserve lands;
    - iii. land transaction management;
    - iv. compliance;
    - v. development of policies and procedures for the management, protection and use of the environment; and
    - vi. consultation on land use planning and environmental policies and regulations.
  
  - b) Fisheries management start-up activities and purchase of equipment.
  
  - c) Activities to support the implementation of the Yale First Nation Final Agreement, including but not limited to:
    - i. time limited training;
    - ii. transition to enhanced government functions as a result of entering into the Final Agreement;
    - iii. development of a public registry of Yale First Nation Laws;
    - iv. development of information systems;
    - v. development of human resources plan/system;
    - vi. development of a strategic and comprehensive community based plan;
    - vii. development of an enrolment and citizenship procedure and register; and
    - viii. development of an emergency preparedness and response plan.

## SCHEDULE F PROVINCIALY SUPPORTED PROGRAMS AND SERVICES

### COMMUNITY DEVELOPMENT OFFICER

- F.1 Yale First Nation will ensure the provision of a community development officer ("Community Development Officer").

### COMMUNITY DEVELOPMENT OFFICER TERMS AND CONDITIONS

- F.2 Yale First Nation will ensure that a Community Development Officer position is created, filled and maintained over term of this Agreement with a job description that will include the following responsibilities:
- a) determine and document community social and economic needs and ensure the provision of appropriate programs and services are identified to meet those needs;
  - b) represent, advocate and act as liaison on behalf of the community with relevant provincial ministries and professional agencies to meet the needs of the community;
  - c) identify funding from relevant governments, government agencies and other non-governmental organizations in aid of community social and economic development;
  - d) ensure effective application is made to identified funding sources and resulting agreements are maintained in good order over term of funding agreements;
  - e) ensure effective community consultation and involvement in decisions that directly affect the nature and quality of programs and services received by the community; and
  - f) ensure community members gain necessary skills and capacities to fulfill above responsibilities.

### COMMUNITY DEVELOPMENT OFFICER REPORTING

- F.3 Yale First Nation will identify to British Columbia the name of the successful applicant for the position of Community Development Officer.
- F.4 Within 90 days after the end of each Fiscal Year, Yale First Nation will provide British Columbia with a report that includes the following:
- a) identification of successful applicant occupying the position of Community Development Officer;
  - b) a summary of activities and outcomes; and
  - c) a summary of program expenditures.

## ECONOMIC DEVELOPMENT

- F.5 Yale First Nation will use the economic development funding set out in Schedule G to support economic development activities including, but not limited to:
- a) development of lands and resources to support the social and economic well being of Yale First Nation;
  - b) development of long-term strategies to support economic development and greater participation in the provincial economy;
  - c) creation and expansion of Yale First Nation businesses;
  - d) establishment of economic development organizations;
  - e) preparation of business plans and sector development strategies; and
  - f) training and skill development of Yale First Nation.

## SCHEDULE G

### PROVINCIALY SUPPORTED PROGRAM AND SERVICE FUNDING AMOUNTS

#### ANNUAL FUNDING AMOUNT

- G.1 Subject to G.2, British Columbia will pay to Yale First Nation \$125,000 in the Effective Year, for the activity identified in F.1.
- G.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 \$125,000 multiplied by the number of days in the Effective Year divided by 365.
- G.3 In Subsequent Fiscal Years, British Columbia will pay to Yale First Nation, for the activity identified in F.1, \$125,000 multiplied by  $FDDIPI_{FY}$  divided by  $FDDIPI_{EY\_LQ}$ .

$$\$125,000 \times \left( \frac{FDDIPI_{FY}}{FDDIPI_{EY\_LQ}} \right)$$

$FDDIPI_{FY}$  is the first published FDDIPI for the latest calendar quarter for which Statistics Canada has published a FDDIPI before that Fiscal Year.

$FDDIPI_{EY\_LQ}$  is the value of FDDIPI for the fourth quarter of the last calendar year ended before the beginning of the Effective Year, published by Statistics Canada at the same time as the value used in  $FDDIPI_{FY}$ .

#### ECONOMIC DEVELOPMENT FUNDING

- G.4 On the Effective Date, British Columbia will make a payment of \$1,100,000 in 3<sup>rd</sup> quarter 2008\$ to Yale First Nation for economic development activities referred to in paragraph F.5.

#### Notes for Finalizing Schedule

"FDDIPI" means the Final Domestic Demand Implicit Price Index for Canada, series D100466, published regularly by Statistics Canada in Matrix 10512: Implicit Price Indexes, Gross Domestic Product, or its replacement series as specified by Statistics Canada;

"Revision Date" means the date 30 days before the Effective Date, or another date if the Parties agree;

“Signing Date” means the date on which the Yale First Nation Final Agreement is signed by the Parties; and

“Transition Date” is the date that is 15 months after the Signing Date.

1. Prior to the signing of this Agreement, the parties will revise this Schedule by:
  - a. increasing the amounts in G.4 in accordance with Note 2 or Note 3; and
  - b. deleting the Notes.
2. If the period between the Signing Date and the Effective Date is less than 15 months, British Columbia will increase the payment referred to in paragraph G.4 as follows:

payment amount x  $[M/L]$

“L” is the value of FDDIPI for the third quarter of 2008 published by Statistics Canada at the same time that the values used in M are published; and

“M” is the first published value of FDDIPI for the latest calendar quarter for which Statistics Canada has published a FDDIPI before the Revision Date.

3. If the period between the Signing Date and the Effective Date is greater than 15 months, British Columbia will increase the payment referred to in paragraph G.4 as follows:

payment amount x  $[(P/Q) \times (1 + 3.335\%)^Y \times (1 + 3.335\% \times D/365)]$

where:

“Q” is the value of FDDIPI for the third quarter of 2008 published by Statistics Canada at the same time that the values used in P are published;

“P” is the first published value of FDDIPI for the latest calendar quarter for which Statistics Canada has published a FDDIPI before the Transition Date;

“Y” means the number of complete years between the Transition Date and the Effective Date;

“D” is the number of days remaining in the period between the Transition Date and the Effective Date, after deducting the complete years in that period that have been taken into account in the determination of Y.