

# **TSAWWASSEN FIRST NATION FISCAL FINANCING AGREEMENT**

**Canada  
British Columbia  
Tsawwassen First Nation**

## **Tsawwassen First Nation Fiscal Financing Agreement**

THIS AGREEMENT made the 3<sup>RD</sup> day of APRIL 2009

### **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:

**TSAWWASSEN FIRST NATION, as represented by Tsawwassen Government**

**("Tsawwassen First Nation")**

OF THE THIRD PART

**WHEREAS:**

- A. The Tsawwassen First Nation Final Agreement provides that the Parties will negotiate and attempt to reach agreement on a Fiscal Financing Agreement; and
- B. The Parties have negotiated this Agreement as a Fiscal Financing Agreement in accordance with the Tsawwassen First Nation Final 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 Tsawwassen First Nation Final Agreement have the meanings ascribed to them in the Tsawwassen First Nation Final Agreement.

- 1.2 In this Agreement:

**"Agreed Upon Assets"** means the capital assets listed in Schedule C to this Agreement;

**"Agreement"** means this Tsawwassen First Nation Fiscal Financing Agreement and the Schedules;

**"Chapter"** means a chapter of the Tsawwassen First Nation Final Agreement;

**"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 Tsawwassen Lands, 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 Tsawwassen First Nation;

**"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;

**"Federal Block Funding"** means the annual aggregate amount of transfer payments made by Canada to Tsawwassen First Nation to support the provision of Federally Supported Programs and Services;

**“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 funding as set out in this Agreement;

**“Fiscal Year”** means a 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 Activities”** means those implementation activities described in Schedule G for which Canada has agreed to contribute Time Limited Federal Funding;

**“Implementation Committee”** means the committee established under the Implementation Chapter;

**“Indian Family”** means:

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

**“Parties”** means the parties to this Agreement and “Party” means any one of them;

**“Previous Fiscal Year”** means the Fiscal Year preceding the Fiscal Year in which a Federal Block Funding amount is determined for the next Subsequent Fiscal Year;

**“Provincial Funding”** means the funding amounts provided by British Columbia to Tsawwassen First Nation to support the provision of Provincially Supported Programs and Services, as set out in Schedule E;

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

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

**"Time Limited Federal Funding"** means the amount of one time payments from Canada to Tsawwassen First Nation identified in Table 2 of Schedule B of this Agreement to support the provision of Implementation Activities;

**"Time Limited Provincial Funding"** means the amount of the one time payment from British Columbia to Tsawwassen First Nation as set out in clause E.4 of Schedule E;

**"Tsawwassen First Nation Final Agreement"** means the Tsawwassen First Nation Final Agreement signed on behalf of Tsawwassen First Nation and British Columbia and Canada on December 6, 2007, and includes any amendments made to the Tsawwassen First Nation Final Agreement from time to time in accordance with its provisions;

**"Tsawwassen First Nation Indian"** means an individual who is registered or is entitled to be registered as an Indian on the Indian Register maintained by Canada in relation to Tsawwassen First Nation; and

**"Tsawwassen First Nation Own Source Revenue Agreement"** means the Tsawwassen First Nation Own Source Revenue Agreement signed by the Parties on April 3, 2009, and includes any amendments made to Tsawwassen First Nation Own Source Revenue Agreement from time to time in accordance with its provisions.

## **2.0 TERM**

- 2.1 This Agreement will commence on the Effective Date and, except if extended in accordance with clause 8.30, will end on March 31 of the Fiscal Year in which the fifth anniversary of the Effective Date occurs.
- 2.2 Where Tsawwassen First Nation is responsible for Implementation Activities that will continue beyond the term of this Agreement, Tsawwassen First Nation 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 satisfied or by nature expire.

## **3.0 RESPONSIBILITIES OF TSAWWASSEN FIRST NATION**

- 3.1 Tsawwassen First Nation is responsible for ensuring, either directly or indirectly, the provision of programs and services as set out in Schedules A, D and E of this Agreement.
- 3.2 Federally Supported Programs and Services and Provincially Supported Programs and Services provided by Tsawwassen First Nation or any agent or contractor will be delivered in accordance with Tsawwassen Laws and any applicable Federal or Provincial Laws.

- 3.3 If Tsawwassen 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, the Tsawwassen First Nation will enter into an education service contract with that third party service provider, and will maintain the third party education contract in good standing for the full 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 If Tsawwassen First Nation delivers public health programs, including immunization, communicable disease control, and environmental health drinking water safety program, Tsawwassen First Nation will deliver those programs in accordance with public health standards generally applicable in British Columbia.
- 3.5 Tsawwassen First Nation will develop, implement, and maintain an emergency preparedness and response plan, will update the plan annually, and will provide a copy to British Columbia and Canada.
- 3.6 Tsawwassen First Nation will maintain and replace the Agreed Upon Assets in a manner consistent with applicable Federal or Provincial Laws, standards, codes and guidelines, including building, fire and safety codes.
- 3.7 Tsawwassen First Nation will carry out Implementation Activities described in Schedule G.
- 3.8 Tsawwassen First Nation will develop and maintain a management framework for the Time Limited Federal Funding identified in Table 2 of Schedule B, which will be designed to ensure that those funds are soundly managed to support the one time and ongoing activities identified in Schedule G. 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. Tsawwassen First Nation will report annually to Tsawwassen Members on the management of these funds.
- 3.9 Tsawwassen First Nation may allocate and expend Federal Block Funding and Time Limited Federal Funding as Tsawwassen First Nation, in its discretion, determines.
- 3.10 Tsawwassen First Nation may allocate and expend Time Limited Provincial Funding for the activity described in clause D.4 of Schedule D as Tsawwassen First Nation, in its discretion, determines.
- 3.11 Tsawwassen First Nation is entitled to retain any unexpended Federal Block Funding. Canada is not responsible for any expenditure related to the delivery of Federally Supported Programs and Services or the carrying out of Implementation Activities that exceeds the Federal Block Funding or Time Limited Federal Funding transferred under this Agreement.

- 3.12 British Columbia is not responsible for any expenditure related to the delivery of Provincially related programs and services in excess of Provincial Funding transferred under this Agreement.

#### **4.0 FEDERAL FUNDING**

- 4.1 Subject to the terms of this Agreement, Canada will make transfer payments to Tsawwassen First Nation as follows:
- a) for the Effective Year, the transfer payments will equal the Federal Block Funding amount for the Effective Year set out in Table 1 of Schedule B and the Time Limited Federal Funding set out in Table 2 of Schedule B, as determined in accordance with Schedule B;
  - b) if the Effective Date is not April 1 of the Effective Year, then the transfer payments referred to in subclause 4.1(a) will be adjusted in accordance with Schedule B;
  - c) subject to subclause 4.1(d) and (e), for each Subsequent Fiscal Year, the transfer payments will equal the aggregate of the Federal Block Funding amounts for that Fiscal Year set out in Table 1 of Schedule B and the Time Limited Federal Funding for that Fiscal Year set out in Table 2 of Schedule B, as determined in accordance with Schedule B;
  - d) the amounts calculated in subclause 4.1(c) will be reduced by the amount of federal own source revenue inclusion amount for the Previous Fiscal Year determined in accordance with clause 13 of the Tsawwassen First Nation Own Source Revenue Agreement; and
  - e) despite subclause 4.1(d), the transfer payments to Tsawwassen First Nation under subclause 4.1(c) for a Subsequent Fiscal Year will not be reduced below \$265,000 (2002\$) which will be the federal transfer floor set out in Schedule B.
- 4.2 The transfer payments to Tsawwassen First Nation as determined in accordance with clause 4.1 will be made by Canada for the Effective Year in the following manner in respect of Federally Supported Programs and Services set out in Table 1 of Schedule B and Implementation Activities set out in Table 2 of Schedule B:
- a) where the Effective Date is April 1, within 10 business days of the Effective Date, in the amount set out in Table 4 of Schedule B; or
  - b) where the Effective Date does not fall on April 1, commencing on the Effective Date as if it began on the first day of the month in which Effective Date falls, and monthly thereafter, in equal instalments, until the end of the Effective Year.

- 4.3 The transfer payments to Tsawwassen First Nation as determined in accordance with subclause 4.1(c) will be made by Canada for Subsequent Fiscal Years, within 10 business days of April 1 of each Fiscal Year in the amount set out in Table 4 of Schedule B.
- 4.4 The Parties acknowledge that the Time Limited Federal Funding provided for in this Agreement is the Time Limited Federal Funding for the purposes of clause 8 of the Fiscal Relations Chapter.

## **5.0 OTHER PROGRAM AND SERVICES ARRANGEMENTS**

### **EMERGENCY PREPAREDNESS**

- 5.1 Tsawwassen First Nation will have the same access to emergency preparedness training as is made available to other First Nations in the Province of British Columbia by Canada or British Columbia, in addition to any other emergency preparedness training under Federal or Provincial law.
- 5.2 Canada and British Columbia will assist Tsawwassen First Nation in preparing for emergencies on Tsawwassen Lands in a manner consistent with the assistance given by Canada or British Columbia to other First Nations in British Columbia.

### **EMERGENCY RESPONSE**

- 5.3 Canada will be responsible for costs associated with a response to emergencies on Tsawwassen Lands coordinated by British Columbia, in a manner consistent with the assistance given to other First Nations in British Columbia, provided such costs are not the responsibility of Tsawwassen First Nation under the Tsawwassen First Nation Final Agreement or recoverable by Tsawwassen First Nation from a third party.
- 5.4 The eligibility of Tsawwassen First Nation for disaster financial assistance under the *Emergency Program Act* is not affected by this Agreement.

## **6.0 PROVINCIAL FUNDING**

- 6.1 Subject to the terms of this Agreement, British Columbia will make transfer payments to Tsawwassen First Nation in accordance with Schedule E.
- 6.2 British Columbia will pay:
- a) the annual funding amount referred to in clause E.1 of Schedule E within 10 business days:
    - i) of the Effective Date; and



- ii) of April 1<sup>st</sup> of each Subsequent Fiscal Year; and
  - b) the one time funding amount referred to in clause E.4 of Schedule E within 30 days of the Effective Date.
- 6.3 The Parties acknowledge that the Time Limited Provincial Funding provided for in clause E.4 of Schedule E for the activities in clause D.4 of Schedule D is the Time Limited Provincial Funding for the purposes of clause 9 of the Fiscal Relations Chapter.

## **7.0 SEPARATE LIABILITIES**

- 7.1 The obligations of Canada and British Columbia under this Agreement are separate.
- 7.2 Despite any other provision of this Agreement:
- a) Canada is not a party to Schedule D or E and, for greater certainty, Canada is not subject to or bound by any obligation in Schedule D or E; and
  - b) British Columbia is not a party to Schedule A, B, C or G and, for greater certainty, is not subject to or bound by any obligation set out in Schedule A, B, C or G.
- 7.3 Despite any other provision of this Agreement, the amount of any transfer payment by Canada to Tsawwassen First Nation in any Fiscal Year under this Agreement is subject to the appropriation of funds by the Parliament of Canada.
- 7.4 The obligation of Tsawwassen First Nation to provide Federally Supported Programs and Services and Implementation Activities is contingent on receipt of funding from Canada under Schedule B.
- 7.5 If the amount of any transfer payment by Canada under this Agreement is reduced under clause 7.3, Canada and Tsawwassen will negotiate and attempt to reach agreement on any required amendments to this Agreement.
- 7.6 Despite any other provision of this Agreement, the amount of any transfer payment by British Columbia to Tsawwassen First Nation in any Fiscal Year under this Agreement is subject to the appropriation of funds by the Legislature of British Columbia.
- 7.7 The obligation of Tsawwassen First Nation to provide Provincially Supported Programs and Services is contingent on receipt of funding from British Columbia under Schedule E.
- 7.8 If the amount of any transfer payment by British Columbia under this Agreement is reduced under clause 7.6, British Columbia and Tsawwassen will negotiate and attempt to reach agreement on any required amendments to this Agreement.

## **8.0 GENERAL PROVISIONS**

### **EXCEPTIONAL CIRCUMSTANCES**

- 8.1 If exceptional circumstances arise, which were not reasonably foreseeable as at the date of this Agreement, and which create financial pressures that would significantly impair the ability of Tsawwassen First Nation to meet its obligations under this Agreement, the Parties will, at the request of Tsawwassen First Nation:
- a) meet as soon as possible to review the exceptional circumstances and the impact on the ability of Tsawwassen First Nation to meet its obligations;
  - b) review potential funding sources or other assistance available to Tsawwassen 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 Tsawwassen First Nation to meet its obligations under this Agreement.

### **DISPUTE RESOLUTION**

- 8.2 In the event of a dispute respecting the interpretation or implementation of this Agreement, or a failure to agree on the steps referred to in subclause 8.1(c), or 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.
- 8.3 The Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between the disputing Parties.
- 8.4 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.
- 8.5 For the purposes of disputes arising out of any provision of Schedule A, B, C or G, British Columbia is not a "Party directly engaged in the dispute".
- 8.6 For the purposes of disputes arising out of any provision of Schedule D or E, Canada is not a "Party directly engaged in the dispute".
- 8.7 Upon receiving the notice under clause 8.4, the Parties directly engaged in the dispute will participate in the deliberations of the Implementation Committee.

- 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 the Dispute Resolution Chapter, which provides for final adjudication in judicial proceedings and, for greater certainty, the dispute will be considered to be a dispute for the purposes of that Chapter.
- 8.9 The deliberations of the Implementation Committee in clause 8.7 will be considered to be "collaborative negotiations" for the purpose of the Dispute Resolution Chapter, and will be deemed to fully satisfy the requirements set out in clauses 14 through 18 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 the Dispute Resolution Chapter, 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 binding arbitration under the Dispute Resolution Chapter.

## **ACCOUNTABILITY**

- 8.13 Tsawwassen First Nation will report to Canada and British Columbia in accordance with Schedules A, D and F within 120 days following the end of each applicable Tsawwassen fiscal year.
- 8.14 All accounts and financial statements required to be prepared under this Agreement will be maintained and prepared in accordance with Generally Accepted Accounting Principles.
- 8.15 Tsawwassen First Nation will, within 120 days following the end of each Tsawwassen fiscal year, provide Canada and British Columbia with audited consolidated financial statements for the Tsawwassen fiscal year, prepared to a comparable standard to that generally accepted for governments in Canada.
- 8.16 If Tsawwassen First Nation transfers any funds as provided in this Agreement or any part of those funds to an agent or contractor to deliver Federally Supported Programs and Services and Implementation Activities or Provincially Supported Programs and Services for which it is responsible under this Agreement, Tsawwassen First Nation will require that adequate procedures are in place to establish program and financial accountability for those funds, including a requirement for financial audits, where appropriate.

## REVIEW BY PARTIES

- 8.17 At the request of any of the Parties, the Implementation Committee will discuss the implementation of this Agreement.

## INFORMATION EXCHANGE

- 8.18 Before making any substantive change to a social assistance program or service delivered by or for British Columbia, British Columbia will provide notice to Tsawwassen First Nation regarding:
- a) the nature and purpose of the change, including a change to the types of assistance available, rates of assistance and conditions and criteria for eligibility; and
  - b) the anticipated date when any such change will take effect.
- 8.19 Before making any substantive change to a social assistance program or service delivered by or for Tsawwassen First Nation, Tsawwassen First Nation will provide notice to British Columbia regarding:
- a) the nature and purpose of the change, including a change to the types of assistance available, rates of assistance and conditions and criteria for eligibility; and
  - b) the anticipated date when any such change will take effect.
- 8.20 If Tsawwassen 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 clause 8.18, then British Columbia is deemed to satisfy its obligation under clause 8.18 once notification is provided by British Columbia to that representative body.
- 8.21 If British Columbia establishes a process providing for collective discussion with First Nation Governments in British Columbia in relation to matters referred to clause 8.18:
- a) the Tsawwassen First Nation Government will participate in that process; and
  - b) the process will be deemed to satisfy British Columbia's obligation for notification under clause 8.20.
- 8.22 Subject to clause 8.27, and unless British Columbia and Tsawwassen First Nation agree otherwise, British Columbia and Tsawwassen First Nation will retain the information provided under clauses 8.18 through 8.20 in strict confidence until such time as the new or amended policy or program information is publicly available.

- 8.23 If information not contained in the program reporting requirements set out in Schedule F is necessary for the purposes of implementation, monitoring, and renewal of this Agreement, the Parties will share such information at no cost to each other and in a timely manner.
- 8.24 At the written request of Canada or British Columbia, Tsawwassen First Nation will provide copies of public reports prepared by Tsawwassen First Nation, or its agent or contractor, in relation to Federally Supported Programs and Services and Implementation Activities or Provincially Supported Programs and Services.
- 8.25 If British Columbia seeks information from Tsawwassen First Nation, which is reasonably required, regarding the delivery of programs and services in this Agreement that has not been previously collected or reported, British Columbia and Tsawwassen 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 and reporting of such information.
- 8.26 If there are individuals ordinarily resident on Tsawwassen Lands who are not eligible for programs and services provided by Tsawwassen First Nation, Tsawwassen First Nation will facilitate the coordination of provincial and Tsawwassen First Nation programs and service delivery by sharing with British Columbia relevant information that Tsawwassen First Nation may possess.
- 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 and provincial legislation and clauses 50 through 55 of the General Provisions Chapter.

## **SUBSEQUENT FISCAL FINANCING AGREEMENT**

- 8.28 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 the Fiscal Relations Chapter, on a subsequent Fiscal Financing Agreement.
- 8.29 During the negotiations of the subsequent Fiscal Financing Agreement, Tsawwassen First Nation will notify Canada and British Columbia of any additional programs or services that it wishes to have included in the subsequent Fiscal Financing Agreement.
- 8.30 If the Parties do not reach agreement on a subsequent Fiscal Financing Agreement by the expiry date 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 from its original expiry date or for such other period of time as the Parties may agree to in writing; and
- b) Federal Block Funding provided by Canada during the period in clause 8.30(a) will be adjusted in accordance with the adjustors for the Fiscal Year in which the Agreement originally expires.

## DEFAULT AND REMEDIES

8.31 A Party will be in default of this Agreement if:

- 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.

8.32 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.

8.33 A Party alleged to be in default that receives a notice of default under clause 8.32 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 will be referred to the dispute resolution process contemplated by clauses 8.2 through 8.12.

8.34 A Party that gives notice of a default under clause 8.32 may at any time waive the default, in which case the default is waived for all Parties for all purposes.

## SCHEDULES

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

Schedule	Description
A	Federally Supported Programs and Services

B	Federally Supported Programs and Services Base Year Federal Block Funding Amounts, Implementation Activities Time Limited Federal Funding Amounts, Federal Transfer Floor and Adjustment Factors
C	Canada Base Year Funding Amount for Agreed Upon Assets
D	Provincially Supported Programs and Services
E	Provincially Supported Programs and Services Funding Amounts
F	Programs and Services Reports
G	Implementation Activities

## **AMENDMENT**

- 8.36 Except as otherwise provided in clauses 8.37, 8.38 and 8.39, any amendment to this Agreement will be in writing and be executed by all Parties.
- 8.37 Any amendment to Schedule A, B, C or G will be in writing and be executed by Canada and Tsawwassen First Nation.
- 8.38 Any amendment to Schedule D and E will be in writing and be executed by British Columbia and Tsawwassen First Nation.
- 8.39 Any amendment to the programs and services reports set out in Schedule F will be in writing and be executed by the duly appointed representatives of the Parties to the Implementation Committee.

## **NO IMPLIED WAIVER**

- 8.40 No term or condition of this Agreement, or performance by a Party of a covenant under this Agreement, will be 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 term or condition of this Agreement, or performance by a Party of a covenant under this Agreement, or of default by a Party of a covenant under this Agreement, will be deemed to be a waiver of any other covenant, term or condition, 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) a reference to clauses A to B includes both clauses A and B;
- e) 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;
- f) unless otherwise clear from the context, a reference to a “clause”, “subclause” or “Appendix” means a clause, subclause or appendix, respectively, of this Agreement;
- g) a reference to a statute includes every amendment to it, whether amended before or after the Effective Date, every regulation made under it and any law enacted in substitution for it or in replacement of it;
- h) unless it is otherwise clear from the context, a reference to a Schedule means a Schedule to this Agreement;
- i) 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
- j) all accounting terms have the meanings assigned to them under Generally Accepted Accounting Principles.

8.44 This Agreement is not part of the Tsawwassen First Nation Final Agreement, is not a treaty or 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*.



## **TIME OF THE ESSENCE**

8.45 Time is of the essence in this Agreement.

## **SURVIVAL OF OBLIGATIONS**

8.46 All outstanding obligations of the Parties will survive the expiration or termination of this Agreement and will continue in full force until and unless they are satisfied or by their nature expire.

## **SEVERABILITY**

8.47 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**

8.48 Tsawwassen 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.

8.49 Where Tsawwassen First Nation has delegated any or all of its obligations under clause 8.47, Tsawwassen First Nation will remain responsible for the performance of all of its obligations under this Agreement, unless otherwise agreed to in writing by the other Parties.

8.50 Regardless of any delegation under clause 8.48, this Agreement is binding upon the Parties and their respective administrators and successors.

## **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 will 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
- d) if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee.

8.54 A communication will be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below

**For:** **Canada**  
**Attention:** Director of Funding Services  
Department of Indian Affairs and Northern Development  
600 – 1138 Melville Street  
Vancouver, British Columbia V6J 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:** **Tsawwassen First Nation**  
**Attention:** Chief, Tsawwassen First Nation  
#131 N. Tsawwassen Dr.  
Delta, British Columbia V4M 4G2  
**Fax Number:** (604) 943-9226

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.

EXECUTED in the presence of:

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

Arthur Brown

As to the authorized signatory for the Minister of Indian Affairs and Northern Development and Federal Interlocutor for Métis and Non-Status Indians

Pharcel

EXECUTED in the presence of:

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

~~Bobbing~~

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

*A. S.*

EXECUTED in the presence of:

**TSAWWASSEN FIRST NATION as  
represented by the Chief of Tsawwassen  
First Nation or duly authorized signatory**

Lina Leon

As to the authorized signatory for the Chief of  
Tsawwassen First Nation

Ken B. Galt

## **SCHEDULE A**

### **FEDERALLY SUPPORTED PROGRAMS AND SERVICES**

#### **HEALTH PROGRAMS AND SERVICES**

A.1 Tsawwassen First Nation will ensure the provision of the following Federally Supported Programs and Services to Indians ordinarily resident on Tsawwassen Lands:

- a) immunization, communicable disease control, environmental health drinking water safety program;
- b) community health promotion and prevention programs;
- c) home and community care program; and
- d) aboriginal head start program.

#### **HEALTH PROGRAMS AND SERVICES TERMS AND CONDITIONS**

A.2 In the delivery of Federally Supported Programs and Services listed in clause A.1, the following conditions apply:

- a) programs and services will be delivered in accordance with a community health plan;
- b) in the delivery of health services, Tsawwassen First Nation will uphold the principles of the *Canada Health Act*;
- c) public health programs, including immunization, communicable disease control, environmental health drinking water safety program, will be delivered in accordance with public health standards generally applicable in British Columbia;
- d) there will be equality of access to programs and services by all eligible persons referred to in A.1; 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 Tsawwassen Lands, and, upon request, to Canada.

## HEALTH PROGRAMS AND SERVICES REPORTING

A.3 The following health status and service delivery information will be collected on an annual basis and made available in accordance with programs and services reports F.1 to F.10 inclusive set out in Schedule F:

- a) immunization status;
- b) incidence of communicable diseases;
- c) environmental health drinking water safety program;
- d) home and community care program essential service elements (in-home care, home care nursing); and
- e) aboriginal head start program.

A.4 Tsawwassen First Nation will provide an annual report of all Federally Supported Programs and Services referred to in A.1 to Health Canada, comprised of:

- a) a summary of programs and services delivered in accordance with A.1;
- b) data on services, operations and results;
- c) a report on challenges and changes to the health status of Indians ordinarily resident on Tsawwassen Lands; and
- d) updated community health plan, if applicable.

in accordance with programs and services report F.11 set out in Schedule F.

A.5 Tsawwassen First Nation will evaluate all Federally Supported Programs and Services referred to in A.1 and report to Health Canada every five years. The evaluation report will include the following elements:

- a) a summary of programs and services delivered in accordance with A.1;
- b) data on services, operations, and results;
- c) challenges and changes to the health status of Indians ordinarily resident on Tsawwassen Lands; and

- d) an updated community health plan.

in accordance with programs and services report F.12 set out in Schedule F.

## **SOCIAL DEVELOPMENT PROGRAMS AND SERVICES**

A.6 Tsawwassen First Nation will ensure the provision of the following Federally Supported Programs and Services for Indians and Indian Families ordinarily resident on its Tsawwassen Lands who are eligible for the following:

- a) 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 receiving income assistance in A.6(a);
- c) training, education and support initiatives to reduce reliance on income assistance in A.6(a); and
- d) 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 persons with physical and mental handicaps.

## **SOCIAL DEVELOPMENT PROGRAMS AND SERVICES TERMS AND CONDITIONS**

A.7 In the delivery of the Federally Supported Programs and Services referred to in A.6, Tsawwassen First Nation will ensure that:

- a) there is equality of access to programs and services for Indians and members of Indian Families ordinarily resident on Tsawwassen Lands;
- b) objective needs or income tests are conducted for Indians and members of Indian Families who apply for these 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 for Indians and Indian Families ordinarily resident on Tsawwassen Lands;

- 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 PROGRAMS AND SERVICES REPORTING**

- A.8 Tsawwassen 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 in accordance with the program and services reports set out in Schedule F of this Agreement:
- a) income assistance of individuals to whom that assistance is provided under clause A.6(a) and (b) by category of assistance, as required by social development program and services reports F.13, F.14 and F.15;
  - b) enrolment and completion rates in training and employment programs of individuals to whom those programs are provided under clause A.6(c), as required by social development report F.16; and
  - c) national child benefit reinvestment program, as required by social development report F.17.

## **EDUCATION PROGRAMS AND SERVICES**

- A.9 Tsawwassen First Nation will ensure the provision of the following Federally Supported Programs and Services:
- a) in respect of Eligible Students ordinarily resident on Tsawwassen Lands, 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. transportation for Eligible Students;
    - iii. student allowances;
    - iv. guidance and counselling; and
    - v. comprehensive instructional support services; and

- c) in respect of Tsawwassen First Nation Indians ordinarily resident in Canada, financial support to attend accredited post secondary education or training institutions.

## **EDUCATION PROGRAMS AND SERVICES TERMS AND CONDITIONS**

- A.10 In the delivery of financial support to Tsawwassen First Nation Indians to attend accredited post secondary education or training institutions referred to in clause A.9(c), Tsawwassen 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 financial support to an individual.

## **EDUCATION PROGRAMS AND SERVICES REPORTING**

- A.11 Tsawwassen First Nation will ensure that the information required to complete program and services reports F.18 and F.19 set out in Schedule F is collected, or provided to it by an agent or contractor delivering the education program or service.

## **LOCAL PROGRAMS AND SERVICES**

- A.12 Tsawwassen First Nation will ensure the provision of local government programs and services, including but not limited to:
  - a) executive and legislative functions, administration, management and operation of its Tsawwassen Government including:
    - i. conduct of elections and referenda of Tsawwassen Government;
    - ii. establishment of a procedure for enrolling individuals under the Tsawwassen First Nation Final Agreement in accordance with the Eligibility and Enrolment Chapter and maintenance of a public enrolment register;
    - iii. raising of revenue;
    - iv. insurance (liability); and
    - v. program and financial accountability in accordance with the Tsawwassen Constitution; and



- b) land and environmental management including zoning, development, planning, and land use planning of former Tsawwassen Indian Reserve lands.

A.13 Tsawwassen First Nation will ensure the provision of the following local programs and services:

- a) economic development services;
- b) the provision of fire suppression services on Tsawwassen Lands; and
- c) operations and minor maintenance of Agreed Upon Assets listed in Schedule C.

### **LOCAL PROGRAMS AND SERVICES REPORTING**

A.14 Tsawwassen First Nation 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.15 Tsawwassen First Nation will be responsible for the operation, maintenance and replacement of the Agreed Upon Assets listed in Schedule C.

### **PHYSICAL WORKS TERMS AND CONDITIONS**

- A.16 Tsawwassen First Nation will maintain and replace the Agreed Upon Assets in a manner consistent with applicable Federal or Provincial Laws, standards, codes and guidelines, including building, and fire and safety codes.
- A.17 Nothing in this Agreement prevents Tsawwassen First Nation from applying for federal program funding for new physical works construction, new housing and renovations, and education assets and facilities, provided Tsawwassen First Nation meets the eligibility criteria and service standards for that federal program as may be amended from time to time.
- A.18 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.17 will be taken into consideration.
- A.19 Tsawwassen First Nation will transfer the Capital – Major Maintenance and Replacement funding set out in Schedule B, Table 1 and adjusted in accordance with that Schedule, into a Tsawwassen First Nation capital asset fund for the major maintenance and replacement of Agreed Upon Assets listed in Schedule C.

## **FISHERIES PROGRAMS AND SERVICE**

A.20 Tsawwassen First Nation will ensure the following fisheries functions:

- a) participate on the Joint Fisheries Committee, or a multi-First Nation Fisheries Management process as described in the Final Agreement and any sub-committee thereof;
- b) prepare Tsawwassen Annual Fishing Plans for all harvesting under the Tsawwassen Fishing Right and for Tsawwassen First Nation Harvest Agreement fisheries;
- c) manage those aspects of harvesting under the Tsawwassen Fishing Right and Tsawwassen First Nation Harvest Agreement fisheries that are internal to Tsawwassen;
- d) document individuals who harvest under the Tsawwassen Fishing Right as provided for in the Tsawwassen Final Agreement, Tsawwassen Fisheries Operational Guidelines, Tsawwassen First Nation Harvest Agreement, Tsawwassen Harvest Documents and licences; and
- e) enforce Tsawwassen Laws as they relate to fisheries.

## **FISHERIES TERMS AND CONDITIONS**

A.21 Tsawwassen will provide catch monitoring data, fisheries reporting data, and biological samples that:

- a) are for sufficient time and locations that the data enables the Parties to fulfill their obligations in the Tsawwassen First Nation Final Agreement;
- b) are for all harvests for food, social and ceremonial purposes under the Tsawwassen First Nation Fishing Right, whether or not the Fish was caught incidentally or the species is non-allocated;
- c) distinguishes data for Fish that are selectively marked and for salmon from indicator stocks; and
- d) facilitate the accurate generation of estimates of total catch, stock structure of the catch, and age structure of the catch.

## **FISHERIES REPORTING**

- A.22 Tsawwassen will ensure the information is collected and provided to Fisheries and Oceans Canada (DFO) in accordance with programs and services reports F.20 set out in Schedule F (except where otherwise provided for in a Tsawwassen Harvest Document or a license issued to implement the Tsawwassen First Nation Harvest Agreement) with respect to catch monitoring and fisheries reporting data and samples.

**SCHEDULE B**  
**FEDERALLY SUPPORTED PROGRAMS AND SERVICES**  
**BASE YEAR FEDERAL BLOCK FUNDING AMOUNTS, IMPLEMENTATION ACTIVITIES**  
**TIME LIMITED FEDERAL FUNDING AMOUNTS, FEDERAL TRANSFER FLOOR AND**  
**ADJUSTMENT FACTORS**

Table 1 sets out:

- a) the base year Federal Block Funding amounts (column 2) for ongoing Federally Supported Programs and Services;
- b) the adjustments (column 3) that will be made to each base year Federal Block Funding amount to arrive at the Federal Block Funding amount for the Effective Year for ongoing Federally Supported Programs and Services; and
- c) the adjustment (column 5) that will be made to each Effective Year Federal Block Funding amount (column 4) to arrive at the Federal Block Funding amount for each Subsequent Fiscal Year for ongoing Federally Supported Programs and Services, while this Agreement is in effect.

**Table 1**  
**Federally Supported Programs and Services**  
**Base Year Federal Block Funding Amounts and Adjustment Factors**

	Pre-Effective Year Adjustments		Effective Year	Subsequent Year Adjustment
Program Area	Base Year Federal Block Funding \$ 2005/2006	Adjustment to Effective Date	Effective Year Federal Block Funding Amount	Composite Adjustment
Column 1	Column 2	Column 3	Column 4	Column 5
Education	402,757	Budget	\$435,957	3.43%
Social	432,211	Budget	\$467,839	3.43%
Health	301,582*	Budget	\$320,041	3.43%
Local Services	932,651	Budget	\$1,009,531	3.43%
Physical Works – Capital – Major Maintenance and Replacement	223,807	Budget	\$242,256	3.43%
Fisheries	323,210	Budget	\$349,853	3.43%
<b>Total Federal Block Funding</b>	<b>2,616,218</b>		<b>\$2,825,478</b>	

\* in 2006/2007 Dollars

Table 2 sets out:

- a) the base year Time Limited Federal Funding amount (column 2) for Implementation Activities; and
- b) the adjustments (column 3) that will be made to each base year Time Limited Federal Funding amount to arrive at the Time Limited Federal Funding amount for the Effective Year for Implementation Activities and, if applicable, for Subsequent Fiscal Years.

**Table 2**  
**Implementation Activities**  
**Time Limited Federal Funding Amounts and Adjustment Factors**

	Pre-Effective Year Adjustments		Subsequent Year Adjustment	
Program Area	Base Year Time Limited Federal Funding \$ 2005/2006	Adjustment to Effective Date	Continuing Post Effective Year	Price Adjustment
Column 1	Column 2	Column 3	Column 4	Column 5
Health - Community Health Plan	41,265*	Budget	No	N/A
Fisheries Fund	1,000,000**	Price	No	N/A
Implementation Fund	13,564,168	Price	***	****

\* in 2006/2007 Dollars

\*\* in 3Q 2003 Dollars

\*\*\* to be paid in 3 equal instalments, commencing on the Effective Date

\*\*\*\* see clause 2.2

"N/A" in this Table indicates that Time Limited Federal Funding amounts for these programs will not continue after the Effective Year.

Table 3 sets out:

- a) the base year federal transfer floor amount (column 2) for ongoing Federally Supported Programs and Services;
- b) the adjustments (column 3) that will be made to the base year federal transfer floor amount to arrive at the federal transfer floor amount for the Effective Year, and

- c) the adjustment (column 5) that will be made to the federal transfer floor amount for the Effective Year to arrive at the federal transfer floor amount for each Subsequent Fiscal Year, while this Agreement is in effect.

**Table 3**  
**Federal Transfer Floor Amount and Adjustment Factors**

	Pre-Effective Year Adjustments		Effective Year	Subsequent Year Adjustment
Program Area	Base Year Federal Transfer Floor Amount \$ (2002)	Adjustment to Effective Date	Effective Year Federal Transfer Floor Amount	Composite Adjustment
Column 1	Column 2	Column 3	Column 4	Column 5
Federal Transfer Floor	265,000	Price	\$297,240	3.43%

## CALCULATION OF FUNDING AMOUNTS

### 1.0 Calculation of Federal Block Funding for the Effective Year

Each base year funding amount in column 2 of Tables 1, 2 and 3 will be adjusted, to determine the funding amount for the Effective Year, in accordance with clauses 1.1 to 1.3.

### 1.1 Budget Adjustment Factor

Where the budget adjustment factor applies for a program or service area, as specified in column 3 of Tables 1 and 2, the Effective Year Federal Block Funding amount and the Time Limited Federal Funding amount will be determined by multiplying the base year funding amount (column 2 of Tables 1 and 2) for that program and service area by the annual growth factors that apply to the Fiscal Year that is the Effective Year as follows:

Effective Year		Effective Year Funding Amount
2006/07	BYFA x 1.02 =	_____
2007/08	BYFA x 1.02 x 1.02 =	_____
2008/09	BYFA x 1.02 x 1.02 x 1.02 =	_____
and so on		

where:

BYFA is the base year funding amount set out in column 2 of Tables 1 and 2.

#### 1.2 Price Adjustment Factor for Time Limited Federal Funding and Federal Transfer Floor

Where the price adjustment factor applies as specified in column 3 of Tables 2 and 3, the Time Limited Federal Funding and federal transfer floor amount for the Effective Year will be determined by multiplying the base year funding amount column 2 of Tables 2 and 3 by the price adjustment factor, as follows:

For the Fisheries Fund

where:

$$\text{price adjustment factor} = \text{FDDIPI}_{L_Q} / \text{FDDIPI}_{03_Q3}$$

For the Implementation Fund

where:

$$\text{price adjustment factor} = \text{FDDIPI}_{L_Q} / \text{FDDIPI}_{05_Q4}$$

For the Federal Transfer Floor

where:

$$\text{price adjustment factor} = \text{FDDIPI}_{L_Q} / \text{FDDIPI}_{02_Q4}$$

and:

FDDIPI<sub>L\_Q</sub> 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;

FDDIPI<sub>03\_Q3</sub> is the latest value of FDDIPI for the third quarter of 2003, published by Statistics Canada at the same time as the value used in FDDIPI<sub>L\_Q</sub>;

FDDIPI<sub>05\_Q4</sub> is the latest value of FDDIPI for the fourth quarter of 2005, published by Statistics Canada at the same time as the value used in FDDIPI<sub>L\_Q</sub>; and

FDDIPI<sub>02\_Q4</sub> is the latest value of FDDIPI for the fourth quarter of 2002, published by Statistics Canada at the same time as the value used in FDDIPI<sub>L\_Q</sub>.

1.3 Effective Date Adjustments of Federal Block Funding Amounts for Activities in Table 1

If the Effective Date falls on April 1, the Federal Block Funding amount for the Effective Year for Federally Supported Programs and Services will be the amount determined in accordance with clause 1.1 or 1.2, as the case may be.

If the Effective Date does not fall on April 1, and the Parties have not made any other transitional federal funding arrangements, the Federal Block Funding amount for the Effective Year will be adjusted as follows:

- a) for an activity that is part of a program or service in Table 1 and that is not carried on before the Effective Date, or for which the funding will be increased, the Federal Block Funding amount for the Effective Year for the activity or increase under clause 1.1 will be multiplied by the number of days remaining in the Fiscal Year on the Effective Date and divided by 365; and
- b) for activities in Table 1 that are carried on before the Effective Date, the Federal Block Funding amount for the Effective Year, determined under clause 1.1, will be reduced by any amounts that have been paid by Canada to Tsawwassen First Nation in respect of those activities before the Effective Date.

The Parties will determine the Federal Block Funding amounts for the Effective Year for Federally Supported Programs and Services at least 90 calendar days before the Effective Date, or as otherwise agreed by the Parties.



2.0 Calculation of Federal Block Funding Amounts for Subsequent Fiscal Years

Federal Block Funding amounts for Federally Supported Programs and Services for Subsequent Fiscal Years will be calculated in accordance with clauses 2.1, 2.3, 2.4, and 2.5.

2.1 Calculation of Federal Block Funding in Table 1 for Subsequent Fiscal Years

Federal Block Funding amounts for Subsequent Fiscal Years for Federally Supported Programs and Services in Table 1 will be calculated as the product of the Federal Block Funding amount for the Effective Year in column 4 of Table 1 for the total Federally Supported Program and Services and the composite adjustment in column 5 of Table 1, as follows:

**Subsequent  
Fiscal Year**

**Subsequent  
Fiscal Year  
Funding  
Amount**

2010/11 EYFA x [1.0343] =

\_\_\_\_\_

2011/12 EYFA x [1.0343] x [1.0343] =

\_\_\_\_\_

2012/13 EYFA x [1.0343] x [1.0343] x [1.0343] =

\_\_\_\_\_

and so on for the term of this Agreement.

where:

EYFA is the Effective Year Federal Block Funding amount and federal transfer floor set out in column 4 of Tables 1.

2.2 Time Limited Federal Funding in Table 2

Time Limited Federal Funding identified amounts in respect of the "Implementation Fund" in Table 2 of Schedule B will be paid in three equal instalments, commencing on the Effective Date, as follows:

The net present value of the product of column 2 and column 3 of Table 2, adjusted at a premium of 4% per annum for the second and third year amounts, will be paid in three equal instalments beginning on the Effective Date and, within 10 business days of April 1<sup>st</sup> in each Subsequent Fiscal Year.

## Tsawwassen First Nation Fiscal Financing Agreement

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2.3 Subject to clause 2.5, the net federal transfer for each Fiscal Year will be the Federal Block Funding amount calculated for that Fiscal Year in accordance with clause 2.1 of this Schedule less the federal own source revenue inclusion amount for the Previous Fiscal Year determined in accordance with clause 13 of the Tsawwassen Own Source Revenue Agreement.

### 2.4 Federal Transfer Floor for Subsequent Fiscal Years

The federal transfer floor amount for Subsequent Fiscal Years will be calculated as the product of the federal transfer floor amount for the Effective Year in column 4 of Table 3 and the composite adjustment in column 5 of Table 3, as follows:

Subsequent Fiscal Year		Subsequent Fiscal Year Funding Amount
2010/11	$EYFTF \times [1.0343] =$	_____
2011/12	$EYFTF \times [1.0343] \times [1.0343] =$	_____
2012/13	$EYFTF \times [1.0343] \times [1.0343] \times [1.0343] =$	_____

and so on for the term of this Agreement.

where:

EYFTF is the Effective Year federal transfer floor set out in column 4 of Table 3.

2.5 The Federal Block Funding amount paid to Tsawwassen First Nation each Fiscal Year will be the greater of the net federal transfer, determined in accordance with clause 2.3, and the federal transfer floor amount, determined in accordance with clause 2.4

**Table 4**  
**Subsequent Fiscal Year Federal Block Funding Amounts**

Funding Item	Effective Year Funding 2009-2010	Subsequent Effective Year Funding				
		Year 1 2010-2011	Year 2 2011-2012	Year 3 2012-2013	Year 4 2013-2014	Year 5 2014-2015
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
<b>Total Table 1 Funding</b>	<b>\$2,825,478</b>	<b>\$2,922,392</b>	<b>\$3,022,630</b>	<b>\$3,126,306</b>	<b>\$3,233,538</b>	<b>\$3,344,449</b>
<b>Discount Amount</b>	<b>n/a</b>	<b>\$10,298</b>	<b>\$10,651</b>	<b>\$11,016</b>	<b>\$11,394</b>	<b>\$11,785</b>
<b>Net Table 1 Funding</b>	<b>\$2,825,478</b>	<b>\$2,912,094</b>	<b>\$3,011,979</b>	<b>\$3,115,290</b>	<b>\$3,222,144</b>	<b>\$3,332,664</b>
<b>Total Table 2 Funding</b>	<b>\$6,178,754</b>	<b>\$5,023,198</b>	<b>\$5,023,198</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Federal Transfer</b>	<b>\$9,004,232</b>	<b>\$7,935,292</b>	<b>\$8,035,177</b>	<b>\$3,115,290</b>	<b>\$3,222,144</b>	<b>\$3,332,664</b>
<b>Own Source Revenue</b>	<b>n/a</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Federal Transfer</b>	<b>\$9,004,232</b>	<b>\$7,935,292</b>	<b>\$8,035,177</b>	<b>\$3,115,290</b>	<b>\$3,222,144</b>	<b>\$3,332,664</b>
<b>Federal Transfer Floor</b>	<b>\$297,240</b>	<b>\$307,435</b>	<b>\$317,980</b>	<b>\$328,887</b>	<b>\$340,168</b>	<b>\$351,836</b>
<b>Net Federal Transfer</b>	<b>\$9,004,232</b>	<b>\$7,935,292</b>	<b>\$8,035,177</b>	<b>\$3,115,290</b>	<b>\$3,222,144</b>	<b>\$3,332,664</b>

Note: Tsawwassen First Nation will be paid the greater of the Federal Transfer Floor or the Net Federal Transfer.

**Table 4.1**  
**Discount Calculation for 2010-2011 (Year 1)**

<b>Month</b>	<b>Gross Payment</b>	<b>Discount Factor</b>	<b>Discount Amount</b>	<b>Net Payment</b>
April	\$243,533	N/A*	\$0	\$243,533
May	\$243,533	N/A*	\$0	\$243,533
June	\$243,533	N/A*	\$0	\$243,533
July	\$243,533	0.00094	\$229	\$243,304
August	\$243,533	0.00188	\$458	\$243,075
September	\$243,533	0.00282	\$687	\$242,846
October	\$243,533	0.00376	\$915	\$242,618
November	\$243,533	0.00470	\$1,144	\$242,389
December	\$243,533	0.00564	\$1,373	\$242,160
January	\$243,533	0.00658	\$1,602	\$241,931
February	\$243,533	0.00752	\$1,831	\$241,702
March	\$243,529	0.00846	\$2,060	\$241,469
<b>Totals</b>	<b>\$2,922,392</b>		<b>\$10,298</b>	<b>\$2,912,094</b>
Discount rate: Department of Finance 365 Days CRF Lending rate (Date) of 1.1026% for term of one year plus longer term fixed rate premium of 0.025% for total discount rate of 1.1276%.				
N/A*: First Nations' Transfer Payments for first quarter exempted by Treasury Board from Cash Management Policy Discount factor: Discount rate divided by twelve months.				

**Variables 2010-2011**

Total Grant	\$2,922,392
Monthly Gross	\$243,533
Borrowing Rate (fixed)	0.011026
5yr.rate Premium	0.0025
Discount Rate	0.011276
Discount Factor	0.000939667

**Table 4.2**  
**Discount Calculation for 2011-2012 (Year 2)**

<b>Month</b>	<b>Gross Payment</b>	<b>Discount Factor</b>	<b>Discount Amount</b>	<b>Net Payment</b>
April	\$251,886	N/A*	\$0	\$251,886
May	\$251,886	N/A*	\$0	\$251,886
June	\$251,886	N/A*	\$0	\$251,886
July	\$251,886	0.00094	\$237	\$251,649
August	\$251,886	0.00188	\$473	\$251,413
September	\$251,886	0.00282	\$710	\$251,176
October	\$251,886	0.00376	\$947	\$250,939
November	\$251,886	0.00470	\$1,183	\$250,703
December	\$251,886	0.00564	\$1,420	\$250,466
January	\$251,886	0.00658	\$1,657	\$250,229
February	\$251,886	0.00752	\$1,894	\$249,992
March	\$251,884	0.00846	\$2,130	\$249,754
<b>Totals</b>	<b>\$3,022,630</b>		<b>\$10,651</b>	<b>\$3,011,979</b>
Discount rate: Department of Finance 365 Days CRF Lending rate (Date) of 1.1026% for term of one year plus longer term fixed rate premium of 0.025% for total discount rate of 1.1276%.				
N/A*: First Nations' Transfer Payments for first quarter exempted by Treasury Board from Cash Management Policy Discount factor: Discount rate divided by twelve months.				

**Variables 2011-2012**

Total Grant	\$3,022,630
Monthly Gross	\$251,886
Borrowing Rate (fixed)	0.011026
5yr.rate Premium	0.0025
Discount Rate	0.011276
Discount Factor	0.000939667

**Table 4.3**  
**Discount Calculation for 2012-2013 (Year 3)**

<b>Month</b>	<b>Gross Payment</b>	<b>Discount Factor</b>	<b>Discount Amount</b>	<b>Net Payment</b>
April	\$260,526	N/A*	\$0	\$260,526
May	\$260,526	N/A*	\$0	\$260,526
June	\$260,526	N/A*	\$0	\$260,526
July	\$260,526	0.00094	\$245	\$260,281
August	\$260,526	0.00188	\$490	\$260,036
September	\$260,526	0.00282	\$734	\$259,792
October	\$260,526	0.00376	\$979	\$259,547
November	\$260,526	0.00470	\$1,224	\$259,302
December	\$260,526	0.00564	\$1,469	\$259,057
January	\$260,526	0.00658	\$1,714	\$258,812
February	\$260,526	0.00752	\$1,958	\$258,568
March	\$260,520	0.00846	\$2,203	\$258,317
<b>Totals</b>	<b>\$3,126,306</b>		<b>\$11,016</b>	<b>\$3,115,290</b>

Discount rate: Department of Finance 365 Days CRF Lending rate (Date) of 1.1026% for term of one year plus longer term fixed rate premium of 0.025% for total discount rate of 1.1276%.

N/A\*: First Nations' Transfer Payments for first quarter exempted by Treasury Board from Cash Management Policy Discount factor: Discount rate divided by twelve months.

#### **Variables 2012-2013**

Total Grant	\$3,126,306
Monthly Gross	\$260,526
Borrowing Rate (fixed)	0.011026
5yr.rate Premium	0.0025
Discount Rate	0.011276
Discount Factor	0.000939667

**Table 4.4**  
**Discount Calculation for 2013-2014 (Year 4)**

<b>Month</b>	<b>Gross Payment</b>	<b>Discount Factor</b>	<b>Discount Amount</b>	<b>Net Payment</b>
April	\$269,462	N/A*	\$0	\$269,462
May	\$269,462	N/A*	\$0	\$269,462
June	\$269,462	N/A*	\$0	\$269,462
July	\$269,462	0.00094	\$253	\$269,209
August	\$269,462	0.00188	\$506	\$268,956
September	\$269,462	0.00282	\$760	\$268,702
October	\$269,462	0.00376	\$1,013	\$268,449
November	\$269,462	0.00470	\$1,266	\$268,196
December	\$269,462	0.00564	\$1,519	\$267,943
January	\$269,462	0.00658	\$1,772	\$267,690
February	\$269,462	0.00752	\$2,026	\$267,436
March	\$269,456	0.00846	\$2,279	\$267,177
<b>Totals</b>	<b>\$3,233,538</b>		<b>\$11,394</b>	<b>\$3,222,144</b>
Discount rate: Department of Finance 365 Days CRF Lending rate (Date) of 1.1026% for term of one year plus longer term fixed rate premium of 0.025% for total discount rate of 1.1276%.				
N/A*: First Nations' Transfer Payments for first quarter exempted by Treasury Board from Cash Management Policy Discount factor: Discount rate divided by twelve months.				

**Variables 2013-2014**

Total Grant	\$3,233,538
Monthly Gross	\$269,462
Borrowing Rate (fixed)	0.011026
5yr.rate Premium	0.0025
Discount Rate	0.011276
Discount Factor	0.000939667

**Table 4.5**  
**Discount Calculation for 2014-2015 (Year 5)**

<b>Month</b>	<b>Gross Payment</b>	<b>Discount Factor</b>	<b>Discount Amount</b>	<b>Net Payment</b>
April	\$278,704	N/A*	\$0	\$278,704
May	\$278,704	N/A*	\$0	\$278,704
June	\$278,704	N/A*	\$0	\$278,704
July	\$278,704	0.00094	\$262	\$278,442
August	\$278,704	0.00188	\$524	\$278,180
September	\$278,704	0.00282	\$786	\$277,918
October	\$278,704	0.00376	\$1,048	\$277,656
November	\$278,704	0.00470	\$1,309	\$277,395
December	\$278,704	0.00564	\$1,571	\$277,133
January	\$278,704	0.00658	\$1,833	\$276,871
February	\$278,704	0.00752	\$2,095	\$276,609
March	\$278,705	0.00846	\$2,357	\$276,348
<b>Totals</b>	<b>\$3,344,449</b>		<b>\$11,785</b>	<b>\$3,332,664</b>

Discount rate: Department of Finance 365 Days CRF Lending rate (Date) of 1.1026% for term of one year plus longer term fixed rate premium of 0.025% for total discount rate of 1.1276%.

N/A\*: First Nations' Transfer Payments for first quarter exempted by Treasury Board from Cash Management Policy Discount factor: Discount rate divided by twelve months.

#### **Variables 2014-2015**

Total Grant	\$3,344,449
Monthly Gross	\$278,704
Borrowing Rate (fixed)	0.011026
5yr.rate Premium	0.0025
Discount Rate	0.011276
Discount Factor	0.000939667





**SCHEDULE C**  
**CANADA BASE YEAR FUNDING AMOUNT FOR AGREEDUPON ASSETS**

**TABLE 1: CANADA BASE YEAR FUNDING AMOUNT FOR MAJOR  
 MAINTENACE AND REPLACEMENT OF AGREED UPON ASSETS**

Asset #	Asset Code	No.	Ext. No.	Agreed Upon Asset Name	Year Built	Estimated Remaining Life (Years)	35 Year Term: Average Annual DIAND Funding
1	A3A	0060	01	Tsawwassen FN School	1993	49	\$5,422
2	A6A	0050	01	Recreation Hall	1993	49	\$4,082
3	A1A	0020	01	Public Works shed	1993	39	\$2,844
4	A2C	0030	01	Storage Shed #1	1980	16	\$730
5	A5B	0072	01	"Water and Wastewater Treatment Building	1999	55	\$9,298
6	A1Z	0070	01	Main Administration Building	1994	50	\$400
7	B1B	4010	02	Watermains	1992	87	\$957
8	B1B	4010	03	Watermains	1992	87	\$682
9	B1B	4011	01	Watermains	2001	96	\$7,146
10	B1B	4011	02	Watermains	2001	96	\$2,510
11	B1B	4371	01	Watermains: North Hwy 17	1996	87	\$1,178
12	B1B	4372	01	Watermains: N. Falcon way	2001	96	\$588
13	B2A	4320	01	Gravity Sewer Mains – Falcon W	2001	92	\$461
14	B2A	4320	02	Gravity Sewer Mains – Lift Stn connections	2001	96	\$7,440
15	B2D	4370	01	Extended Aeration Plant	1996	41	\$42,736
16	B2H	4080	02	Liftstations 2,3,4,5 (Group 3)	1992	25	\$16,290
17	B2H	4330	01	Liftstations 10 ,11 (Group 1)	2000	26	\$8,145

Asset #	Asset Code	No.	Ext. No.	Agreed Upon Asset Name	Year Built	Estimated Remaining Life (Years)	35 Year Term: Average Annual DIAND Funding
18	B2H	4350	02	Liftstations 12, 13 (Group 5)	2001	25	\$9,041
19	B2H	4373	01	Liftstations 6, 7, 8 (Group 4)	2001	26	\$12,218
20	B2H	4374	01	Liftstations 1,14,15,16 (Group 2)	2001	25	\$14,050
21	B2J	4080	01	Forcemain on Eagle Way	2000	85	\$354
22	B2J	4360	03	Forcemains : S Tsawwassen Dr.	2001	96	\$1,111
23	B2J	4360	01	Forcemain : Tsawwassen Dr. North & South	1996	91	\$3,040
24	B2J	4375	01	Sewer Outfall (Forcemain)	1996	91	\$1,846
25	D1B	6010	02	Gravel Road (Eagle Way)	1991	95	\$584
26	D1B	6010	03	Gravel Road (to breakwater)	Unknown	0	\$663
27	D1D	6010	01	Paved Road (Falcon Way, Pheasant Way and Raven Way)	1995	90	\$3,526
28	D1D	6020	02	Paved Road & Dyke Costs (North from IR boundary to Falcon Way)	Unknown	90	\$24,464
29	D9Z	7010	01	Breakwater (Outer Dyke)	Unknown	N / a	\$42,000
<b>TOTAL MAJOR MAINTENANCE AND REPLACEMENT FOR AGREED UPON ASSETS</b>							<b>\$223,807</b>

## **SCHEDULE D PROVINCIALY SUPPORTED PROGRAMS AND SERVICES**

### **LOCAL GOVERNMENT PROGRAMS AND SERVICES LIAISON OFFICER**

D.1 Tsawwassen First Nation will ensure the provision of a Local Government Programs and Services Liaison Officer.

### **LOCAL GOVERNMENT PROGRAMS AND SERVICES LIAISON OFFICER TERMS AND CONDITIONS:**

D.2 Tsawwassen First Nation will ensure that a Local Government Programs and Services Liaison Officer position is created and filled. The job description may include but not be limited to the following responsibilities:

- Strengthens partnerships and participation with relevant local governments (GVRD, Delta) to ensure seamless program and service delivery;
- Identifies funding opportunities from relevant federal, provincial and other sources and develops appropriate proposals; and
- Interacts with non-member residents to ensure consultation on activities that significantly and directly impact non-member residents.

### **LOCAL GOVERNMENT PROGRAMS AND SERVICES LIAISON OFFICER REPORTING**

D.3 Within 120 days after the end of each Fiscal Year, Tsawwassen First Nation will provide British Columbia with an annual report that includes the following:

- a) A summary of activities and outcomes; and
- b) A summary of program expenditures.

### **TSAWWASSEN CULTURE, HERITAGE AND LANGUAGE**

D.4 Tsawwassen First Nation will undertake activities to support the interests and objectives of the Tsawwassen First Nation in the protection and preservation of Tsawwassen culture, heritage and language.



## **SCHEDULE E**

### **PROVINCIALY SUPPORTED PROGRAMS AND SERVICES FUNDING AMOUNTS**

#### **ANNUAL FUNDING**

- E.1 Subject to clause E.2, British Columbia will pay to Tsawwassen First Nation \$100,000 in each Fiscal Year of this Agreement.
- E.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 clause E.1 multiplied by the number of days remaining in the Fiscal Year on the Effective Date and divided by 365.
- E.3 The Parties will determine the Effective Year funding amount referred to in clause E.2 at least 90 days before the Effective Date, or as otherwise agreed by the Parties.

#### **ONE TIME FUNDING**

- E.4 British Columbia will provide one time funding to Tsawwassen First Nation in the amount of \$1,000,000 for the protection and preservation of Tsawwassen culture, heritage and language referred to in clause D.4.
- E.5 At least 90 days before the Effective Date, or as otherwise agreed by the Parties, the amount referred under clause E.4 will be determined in accordance with the following formula:

$$\text{Final Amount} = \$1,000,000 \times (\text{FDDIPI}_{L\_Q} / \text{FDDIPI}_{03\_Q3})$$

Where,

FDDIPI<sub>L\_Q</sub> 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

FDDIPI<sub>03\_Q3</sub> is the latest value of FDDIPI for the third quarter of 2003, published by Statistics Canada at the same time as the value used in FDDIPI<sub>L\_Q</sub>.



**SCHEDULE F  
PROGRAMS AND SERVICES REPORTS**

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.1**

**Health Reporting for Fiscal 20XX**

Clause A.1(a) – annual immunization coverage report of the immunizations provided under clause A.1(a)

Notes:

**Annual Report** to be prepared in accordance with the Community Health Plan and Health Canada guide entitled "Guide for Preparing the Health Services Transfer Community-Based Annual Report", dated March 2005 (or most recent version). This is part of the requirement under the community health plan.



**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.2**

**Health Reporting for Fiscal 20XX**

Clause A.1(a) – annual summary incident of communicable diseases provided under clause A.1(a)

Communicable Disease Reports Month	Notifiable Communicable Disease	Community	Number of Persons with Disease

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.3**

**Health Reporting for Fiscal 20XX**

Clause A.1(a) – annual summary of water safety testing conducted under the drinking water safety program provided under clause A.1(a)

Frequency of sample (e.g. daily, weekly, monthly, etc.)	Number of samples collected	Number of samples tested	Number of samples reported to EHO

## Tsawwassen First Nation Fiscal Financing Agreement

## Report F.4

## Health Reporting for Fiscal 20XX

Clause A.1(c) – annual summary of home and community care program provided under clause A.1(c)

	Number
Home Visits	
Attempted Home Visits	
Total Home Visits	

Home and Community Care Services	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							
Challenge with coping Abilities							
Any Other Profile							
Totals							

Notes:

Monthly uploading of data through the Electronic Service Delivery Report Template is part of the community health plan requirements.

## Tsawwassen First Nation Fiscal Financing Agreement Report F.5

## Health Reporting for Fiscal 20XX

Clause A.1(c) – annual summary of human resource profiles of home and community care program provided under clause A.1(c)

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			
Certificate/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			

Notes:

FTE means full time equivalents.

## Tsawwassen First Nation Fiscal Financing Agreement Report F.6

## Health Reporting for Fiscal 20XX.

Clause A.1(d) – annual summary of human resource profiles for the Aboriginal Head Start program provided under clause A.1(d)

<b>Maternal and Child Health Workers</b>	<b>Full time FTEs</b>	<b>Part time FTEs</b>	<b>Totals</b>
Untrained			
Minimum skill set			
Accredited training			
Certificate			
Diploma			
Degree			
Totals			

<b>Program Coordinators/Administrators</b>	<b>Full time FTEs</b>	<b>Part time FTEs</b>	<b>Totals</b>
Untrained			
Trained			
Totals			

<b>Support Staff</b>	<b>Full time FTEs</b>	<b>Part time FTEs</b>	<b>Totals</b>
Cook			
Bus Driver			
Janitors			
Administration			
Other (Please identify)			
Totals			

Notes:

FTE means full time equivalents.

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.7**

**Health Reporting for Fiscal 20XX**

Clause A.1(d) – annual summary of children being served by age and gender for the Aboriginal Head Start program provided under clause A.1(d)

Child's Age at Year End	Number of Boys	Number of Girls	Total
Under 1 year			
1 year			
2 years			
3 years			
4 years			
5 years			
6 years			
Totals			

Total Number of Children	
Total Maternal and Child Health Workers (Report F.6)	
Child: Staff Ratio	

Notes:

Child: Staff ratio is calculated as the total number of children (numerator) and total maternal and child health workers (denominator).

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.8**

**Health Reporting for Fiscal 20XX**

Clause A.1(d) – annual summary of environmental/safety practices being conducted by the Aboriginal Head Start program provided under clause A.1(d)

<b>Environmental/Safety Practices</b>	<b>Number Conducted</b>	<b>Explanation if Not Conducted During the Year</b>
Fire drill		
Fire Inspection		
Building safety inspection		
Playground safety inspection		
Environmental health officer inspection		
Vehicle safety inspection		
Food handlers safety inspection		
Other (Please identify)		
Total		

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.9**

**Health Reporting for Fiscal 20XX**

Clause A.1(d) – annual summary of standards (policies and procedures) adopted for the Aboriginal Head Start program provided under clause A.1(d)

	<b>Adopted During the Year (Yes/No)</b>	<b>Used in Prior Year(s) (Yes/No)</b>
Provincial standard		
Community-based standards		
Regional generic standards		
First Nation Head Start Standards Guide		
Other (Please identify)		



**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.10**

**Health Reporting for Fiscal 20XX**

Clause A.1(d) – annual summary of successes, challenges or barriers experienced by the Aboriginal Head Start program provided under clause A.1(d)

<b>Successes</b>	
<b>Challenges</b>	
<b>Barriers</b>	

**Tsawwassen First Nation Fiscal Financing Agreement : Report F.11**

**Health Reporting for Fiscal 20XX**

Clause A.1– annual report on the delivery of federally supported health programs and services provided under clause A.1 and the use of those resources provided in the delivery of the programs and services, in accordance with the health priorities and objectives in the Community Health Plan under clause A.1

<b>Report to include the following elements:</b>	
Summary of programs and services delivered, including goals and objectives of each	
Data on services, operations and results	
Challenges and documented changes in health status encountered when delivering the health program	
Updated community health plan, if applicable	

Notes:

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

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.12**

**Health Reporting for Fiscal 20XX**

Clause A.1– 5 year evaluation in respect of the delivery of federally supported health programs and services provided under clause A.1

<b>Report to include the following elements:</b>	
Summary of programs and services delivered, including goals and objectives of each	
Data on services, operations and results	
Challenges and documented changes in health status encountered when delivering the health program	
Updated community health plan	

Notes:

**Every 5 years** prepare an evaluation report 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).

**Evaluation Report** to be prepared in accordance with the evaluation plan, which is part of the Community Health Plan, during the 4<sup>th</sup> year of the funding agreement to allow the report to be completed in the 5<sup>th</sup> year.

**Updated 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), updated as a result of findings in the 5 year evaluation report.

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.13**

**Social Development Reporting for Fiscal 20XX**

Clause A.6(a) - persons to whom income assistance is provided under clause A.6(a), by category of assistance.

	Employable Singles	Employable One Parent Family	Employable Two Parent Family	Employable Childless Couples	Guardian Financial Assistance	Total
Case Months*						
Case Load *						

\*Indians and Indian Families ordinarily resident on Tsawwassen Lands

Notes:

**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 employable two parent 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 of the number of cases receiving income assistance ie case months divided by 12. For the example above, case load would be 52 / 12 = 4.33

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.14**

**Social Development Reporting for Fiscal 20XX**

Clause A.6(a) - persons to whom income assistance is provided under clause A.6(a) by category of assistance.

	PPMB Singles	PPMB One Parent Family	PPMB Two Parent Family	PPMB Childless Couples	Total
Case Months **					
Case Load *					

	PWD Singles	PWD One Parent Family	PWD Two Parent Family	PWD Childless Couples	Total
Case Months *					
Case Load *					

\*Indians and Indian Families ordinarily resident on Tsawwassen 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 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** - A person 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 person's ability to perform daily living activities either continuous or periodically for extended periods, and as a result of those restrictions, the person requires help to perform daily living activities.

## Tsawwassen First Nation Fiscal Financing Agreement

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**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 PWD two parent families: April - 2 cases; May - 2 cases; June - 2 cases; July - 2 cases; August - 2 cases; September - 2 cases; October - 2 cases; November - 2 cases; December - 2 cases; January - 3 cases; February - 3 cases; March - 3 cases.  $\text{Case Months} = 2 + 2 + 2 + 2 + 2 + 2 + 2 + 2 + 2 + 3 + 3 + 3 = 27$

**Case Load** is the average of the number of cases receiving income assistance ie case months divided by 12. For the example above case load would be  $27 / 12 = 2.25$

**Tsawwassen First Nation Fiscal Financing Agreement****Report F.15****Social Development Reporting for Fiscal 20XX**

Clause A.6(b) - persons to whom income assistance is provided under clause A.6(b) by category of assistance.

	Total
Case Months *	
Case Load *	

\* non-insured health benefits for non-Indian members of Indian Families ordinarily resident on Tsawwassen 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 number of persons: April - 2 cases; May - 2 cases; June - 2 cases; July - 2 cases; August - 2 cases; September - 2 cases; October - 2 cases; November - 2 cases; December - 2 cases; January - 3 cases; February - 3 cases; March - 3 cases.  $\text{Case Months} = 2 + 2 + 2 + 2 + 2 + 2 + 2 + 2 + 2 + 3 + 3 + 3 = 27$

**Case Load** is the average of the number of cases receiving income assistance ie case months divided by 12. For the example above case load would be  $27 / 12 = 2.25$



**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.16**

**Social Development Reporting for Fiscal 20XX**

Clause A.6(c) - enrolment and completion rates of persons in training and employment programs provided under clause A.6.(c)

Program/Measure	Enrolment	Completion Rate and Number

Notes:

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

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.17**

**Social Development Reporting for Fiscal 20XX**

Clause A.6(d) - National Child Benefit Reinvestment Program Amount of reinvestment fund: \$ \_\_\_\_\_

<b>Type of Project *</b>	
<b>Objectives</b>	
<b>Expected Results</b>	
<b>Accomplishments</b>	

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

**Tsawwassen First Nation Fiscal Financing Agreement  
Education Reporting for Fiscal 20XX**
**Report F.18**

Clause A.9(a) - enrolment and completion rates and number of Eligible Students receiving Agreed-Upon Programs and Services under clause A.9(a), by gender of student and type of educational institution.

EDUCATIONAL INSTITUTION	Enrolment*							Completion Rate* and Number						
	First Nation Operated School		Independent School		Provincial School (SD xx)		Total	First Nation Operated School		Independent School		Provincial School (SD xx)		Total
	Female	Male	Female	Male	Female	Male		Female	Male	Female	Male	Female	Male	
KINDERGARTEN								N/A	N/A	N/A	N/A	N/A	N/A	
ELEMENTARY (Graded)								N/A	N/A	N/A	N/A	N/A	N/A	
ELEMENTARY (Ungraded)								N/A	N/A	N/A	N/A	N/A	N/A	
SECONDARY (Graded)														
SECONDARY (Ungraded)														
DOGWOOD Completion Certificate														
School Leaving Certificate														
TOTAL														

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

Notes:

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

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.19**

**Education Reporting for Fiscal 20XX**

Clause A.9(c) - enrolment and completion rates and number of Tsawwassen Indians receiving Agreed-Upon Programs and Services under clause A.9 (c), by gender of student and type of educational institution.

EDUCATIONAL INSTITUTION	Enrolment*		Completion Rate* and Number	
	Female	Male	Female	Male
University				
University College				
College (Public/Private)				
Open Learning Agency				
Institutes				
Private Post-Secondary Institutions				
TOTAL				

## Tsawwassen First Nation Fiscal Financing Agreement

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\*Tsawwassen Indians who are enrolled under the Tsawwassen First Nation Final Agreement as Tsawwassen First Nation and Indians who are former Tsawwassen First Nation band members who are not presently enrolled but meet the eligibility criteria for enrolment under the Tsawwassen First Nation Final Agreement, regardless of where they ordinarily reside in Canada.

### **NOTES:**

**University** - offer 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. (UBC, UVic, SFU, UNBC & RRU)

**University College** - offer degrees, often in specialized subject and applied areas, as well as many of the same certificate and diploma programs as colleges. When amendments to the College and Institute Act come into force later this year, university-colleges will be able to offer applied masters degrees. (Kwantlen, Malaspina, Okanagan, Cariboo & Fraser Valley)

**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. When amendments to the College and Institute Act come into force later this year, colleges will be able to offer applied bachelors degrees. (11 Public Colleges)

**Open Learning Agency** - provides open learning education province-wide and internationally. The OLA is mandated by the Ministry to offer a range of college-level and university-level programs leading to certificates, diplomas and degrees, and works in partnership with other post-secondary institutions to provide distance learning. (Note: OLA is going to be replaced with BC campus - it is expected that the open learning courses will still be offered, just by a different organization.)

**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. (3 Provincial; 2 Aboriginal)

**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 persons who have started a program (denominator) compared to those who have completed a program (numerator).

## Tsawwassen First Nation Fiscal Financing Agreement

## Report F.20

## Fisheries Reporting for Fiscal 20XX

Clause A.22 – catch monitoring data under clause A.22 by species, gear type monitor site and hours observed.

## 1. (a) Salmon and other finfish:

Tsawwassen First Nation will provide to Fisheries and Oceans Canada (DFO) a preliminary catch report for Salmon and other finfish within 24 hours and a final report within 48 hours of any authorized fishing time period (e.g. fishing time noon Friday to noon Sunday, final report by noon Tuesday) or as otherwise agreed to by Tsawwassen First Nation and DFO that summarizes the following catch data using the appropriate reporting time period, area and catch units for the species harvested:

- i. catch reported as retained;
- ii. catch reported as released;
- iii. number of hours fished by fisher;
- iv. catch by gear type;
- v. area; and
- vi. other data as agreed to by the Tsawwassen Joint Fisheries Committee.

## 2. (b) Shellfish:

Tsawwassen First Nation will provide to Fisheries and Oceans Canada (DFO) a catch report for shellfish in-season on a weekly basis or as otherwise agreed to by Tsawwassen First Nation and DFO that summarizes the following catch data using the appropriate reporting time period, area and catch units for the species harvested:

- i. catch reported as retained;
- ii. catch reported as released;
- iii. number of hours fished by fisher;
- iv. catch by gear type;
- v. numbers of traps fished per fisher;
- vi. area where traps fished or beach harvested;
- vii. whether traps are set with single buoy or ground line; and
- viii. other data as agreed to by the Tsawwassen Joint Fisheries Committee.

The actual format of the report will be provided annually by DFO, but an example is shown below:

Licence Info:					
Monitoring Data	Site Monitored	Time Monitored			

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Catch Data								
Date of fishing activity	Fisher Name	Chinook		Sockeye		hours fished		Gear specifics (i.e. mesh size, net length)
		Retained	released	Retained	released	Start time	End time	
Totals								

### Notes:

**Gear Specifics:** Specify the type of gear and individual specifications, e.g. set gill net 6 1/4" mesh, drift gill net, beach seine net, rod & reel or trap.

**Monitor Site:** Describe the location monitored

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

3. Tsawwassen First Nation will provide to DFO biological samples, including but not limited to collecting coded-wire tags (CWT), scales and DNA, when requested. The information generated from these samples may be used for in- and post-season management actions. For greater certainty, when DFO requests these samples, Tsawwassen First Nation will not be responsible for processing and analysis of biological samples.

## **SCHEDULE G IMPLEMENTATION ACTIVITIES**

The Time Limited Federal Funding provided by Canada in accordance with Table 2 of Schedule B will be used by Tsawwassen First Nation to undertake one time and on-going activities to support the implementation of the Tsawwassen First Nation Final Agreement, including:

### **G.1 COMMUNITY HEALTH PLAN**

The development of a comprehensive plan by Tsawwassen First Nation, and approved by the federal Minister of Health, which addresses Tsawwassen First Nation's plan to manage, design and deliver health programs according to community health needs and priorities.

### **G.2 FISHERIES FUND**

The Time Limited Federal Funding identified as the Fisheries Fund in Table 2 of Schedule B will be used to: promote the conservation and protection of Fish and Aquatic Plants and Fish habitat; facilitate the sustainable management of Fish and Fish habitat; and promote and support the participation by Tsawwassen First Nation in the stewardship of Fish and Fish habitat in Tsawwassen territory.

### **G.3 IMPLEMENTATION FUND**

G.3.1 The Time Limited Federal Funding identified as the Implementation Fund in Table 2 of Schedule B totalling \$13,564,168 is comprised of:

- a) \$3,564,168 for one time activities identified in clause G.3.2; and
- b) \$10,000,000 to support those ongoing activities identified in clause G.3.3.

G.3.2 The Implementation Fund will be used by Tsawwassen First Nation to support one time Tsawwassen Government functions and activities, including but not limited to:

- Transition activities related to land and resource management transition from FNLMA to a Treaty Land Registry System (British Columbia Land Title system or otherwise);
- Development of a Comprehensive Community based Land Use Plan;
- Training and transition;
- Development of a public registry of Tsawwassen Laws;
- Development of a strategic and comprehensive community based plan;
- Development of information systems;



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- Development of a human resources plan or system; and
- Fisheries management start-up activities.

G.3.3 The Implementation Fund will be used by Tsawwassen First Nation to support on-going Tsawwassen Government functions and activities, including but not limited to:

- Parks co-management (attending meetings, public consultation, administrative support and park management activities);
- Consultation on migratory birds, designation of species, field work, entitlements, trapping and harvesting;
- Activities to support the implementation of the Final Agreement:
  - ongoing training;
  - legal advice;
  - participation on the Implementation Committee;
  - maintenance of a public registry of Tsawwassen Laws and other record keeping; and
  - human resources management;
- Activities related to planning:
  - maintenance of strategic, capital asset management and environmental management plans; and
  - maintenance of a strategic and comprehensive community based plan.
- Provision of the following government services:
  - where applicable, issuance of permits and licences in accordance with the Final Agreement;
  - enhanced financial management of Tsawwassen Government;
  - appointment of officers for the enforcement of Tsawwassen Laws;
  - implementation and updating of an annual emergency preparedness and response plan;
  - insurance (property); and
  - maintenance of information system. and
- Ongoing rent or infrastructure required to undertake Tsawwassen Government functions and services.