

**2019 Tsawwassen First Nation Fiscal Financing Agreement**

**THIS AGREEMENT EFFECTIVE APRIL 1, 2019**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of  
Crown-Indigenous Relations**

**("Canada")**

**OF THE FIRST PART**

**AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA, as represented by the Minister of Indigenous 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;
- B. The Initial Tsawwassen First Nation Fiscal Financing Agreement will terminate on the earlier of March 31, 2020 or the day before the effective date of a subsequent Fiscal Financing Agreement;
- C. The Collaborative Fiscal Policy Development Process has resulted in changes to Canada's Collaborative Self-Government Fiscal Policy including an interim policy on fiscal capacity;
- D. The Parties wish to replace the Initial Tsawwassen First Nation Fiscal Financing Agreement with an agreement that will implement the new and interim policies under Canada's Collaborative Self-Government Fiscal Policy and allow the Parties to implement subsequent changes to Canada's Collaborative Self-Government Fiscal Policy by amendment;
- E. The Parties have negotiated this Agreement as a subsequent 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. 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 2019 Tsawwassen First Nation Fiscal Financing Agreement and the Schedules;

**"Annual Fiscal Plan"** means the plan provided by Canada to Tsawwassen First Nation under paragraph 5.1 of this Agreement;

**"Annual Fiscal Grant"** means, for any Fiscal Year, the amount payable by Canada to Tsawwassen First Nation in respect of that Fiscal Year under this Agreement;

**"Canada's Collaborative Self-Government Fiscal Policy"** means Canada's fiscal policy developed through the Collaborative Fiscal Policy Development Process set out in the Document entitled Canada's Collaborative Self-Government Fiscal Policy as may be amended from time to time;

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

**“Collaborative Fiscal Policy Development Process”** means the federal collaborative fiscal policy co-development process initiated in 2016, led federally by the Department of Crown-Indigenous Relations and Northern Affairs and involving representatives of self-governing Indigenous governments;

**“Effective Date”** means April 1, 2019;

**“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;

**“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;

**“Gap Closing Funds”** means Tsawwassen First Nation’s allocation of funds from \$189.2 million of federal funds promised to self-governing Indigenous governments in the federal Budget 2018;

**“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 (including the Public Sector Accounting Board) 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 previously contributed Time Limited Federal Funding under the Initial Tsawwassen Fiscal Financing Agreement;

**“Implementation Committee”** means the committee established under the Implementation Chapter or a successor agreed to by the Parties;

**“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;

**“Initial Tsawwassen Fiscal Financing Agreement”** means the Tsawwassen First Nation Fiscal Financing Agreement made April 3, 2009 as amended by the Tsawwassen First Nation Fiscal Financing Agreement Extension and Amendment Agreement dated March 19, 2019;

**“New Fiscal Capacity Methodology”** means a fiscal capacity methodology brought into effect through an amendment to Canada’s Collaborative Self-Government Fiscal Policy as contemplated by Annex C of Canada’s Collaborative Self-Government Fiscal Policy;

**“New Federal Funding Methodology”** means a federal funding methodology brought into effect through an amendment to Canada’s Collaborative Self-Government Fiscal Policy;

**“New Federal Infrastructure Methodology”** means a new federal infrastructure methodology brought into effect through an amendment to Canada’s Collaborative Self-Government Fiscal Policy as contemplated by Annex J of Canada’s Collaborative Self-Government Fiscal Policy;

**“New Fiscal Methodology”** means a New Federal Funding Methodology, New Fiscal Capacity Methodology, or New Infrastructure Methodology”

**“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 funding amount under this Agreement 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 Fiscal Year that begins on Effective Date;

**“Term”** means the period during which this Agreement will remain in effect;

**“Termination Date”** means March 31, 2024, subject to any changes made to the Term in accordance with this Agreement;

**“Time Limited Federal Funding”** means the amount of one time payments from Canada to Tsawwassen First Nation under the Initial Tsawwassen Fiscal Financing Agreement to support the provision of Implementation Activities;

**“Tsawwassen First Nation Final Agreement”** means the Tsawwassen First Nation Final Agreement signed on behalf of Tsawwassen First Nation and British Columbia and Canada, 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. TERM**

- 2.1. The Term of this Agreement is five years commencing on the Effective Date and ending on the Termination Date, unless extended by agreement or amendment in accordance with this Agreement.
- 2.2. The Term is recorded for reference purposes in Annex 1.
- 2.3. At least 18 months prior to the Termination Date the Parties will meet to consider extending the Term or alternately commencing negotiations of a subsequent Fiscal Financing Agreement as follows:
  - 2.3.1. Any Party may seek an extension of the Term for a period of five years or other such period by written notice to the other Parties. Following receipt of the notice, the Parties have 60 days to agree on an extension. If agreement on the extension is reached the Term will be extended and Annex 1 will be amended accordingly; or
  - 2.3.2. If the Parties do not agree on an extension by the end of the 60 day period referred to in 2.3.1, the Parties will negotiate and attempt to reach agreement on a subsequent Fiscal Financing Agreement to take effect on the day after the Termination Date.
- 2.4. If a subsequent Fiscal Financing Agreement does not come into effect by the Termination Date, this Agreement will continue in effect on the same terms and conditions until the earlier of the 2nd anniversary of the Termination Date or the coming into effect of a subsequent Fiscal Financing Agreement in accordance with paragraph 6 of Chapter 19 of the Tsawwassen First Nation Final Agreement.

## **3. 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 and D 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. For greater certainty, notwithstanding the termination of the Initial Tsawwassen Fiscal Financing Agreement, Tsawwassen First Nation will continue to carry out the Implementation Activities described in Schedule G for which Canada provided Time Limited Federal Funding.
- 3.8. The 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.
- 3.9. The Parties acknowledge that the Time Limited Federal Funding referred to in this Agreement is the Time Limited Federal Funding for the purposes of paragraph 8 of the Fiscal Relations Chapter of the Tsawwassen First Nation Final Agreement.
- 3.10. Tsawwassen First Nation will maintain a management framework for the Time Limited Federal Funding which will ensure that those funds are soundly managed to support the ongoing Implementation Activities. 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.
- 3.11. Tsawwassen First Nation will provide to Canada reports on the use of Gap Closing Funds in accordance with Schedule H.
- 3.12. Tsawwassen First Nation may allocate and expend Annual Fiscal Grant funding and Time Limited Federal Funding as Tsawwassen First Nation, in its discretion, determines.
- 3.13. Tsawwassen First Nation may allocate and expend Time Limited Provincial Funding for the activity described in paragraph D.4 of Schedule D as Tsawwassen First Nation, in its discretion, determines.
- 3.14. Tsawwassen First Nation is entitled to retain any unexpended Annual Fiscal Grant 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 Annual Fiscal Grant funding or Time Limited Federal Funding transferred under this Agreement.
- 3.15. 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. FEDERAL FUNDING**

- 4.1. Subject to the terms of this Agreement, Canada will make Annual Fiscal Grant transfer payments to Tsawwassen First Nation in accordance with Schedule B, adjusted pursuant to that Schedule.
- 4.2. The Annual Fiscal Grant for the Fiscal Year commencing April 1, 2019 under this Agreement will be paid as soon as practicable following the signing of this Agreement and will be reduced by all amounts paid by Canada in respect of that Fiscal Year under the Initial Tsawwassen Fiscal Financing Agreement prior to the signing of this Agreement.
- 4.3. For each Subsequent Fiscal Year after the signing of this Agreement, Canada will pay the Annual Fiscal Grant within 10 business days of April 1<sup>st</sup>.
- 4.4. Canada will make transfer payments, separate from the Annual Fiscal Grant, to Tsawwassen First Nation for Gaps Closing Funds subject to the terms and conditions in Schedule H.
- 4.5. Canada will make transfer payments, separate from the Annual Fiscal Grant, to Tsawwassen First Nation for its allocation of the infrastructure funding announced by Canada in the federal Budget 2017, subject to the terms and conditions in Schedule I.

#### **5. ANNUAL FISCAL PLAN**

- 5.1. Canada shall prepare and provide to Tsawwassen First Nation, at least 90 days prior to the commencement of a Fiscal Year, an Annual Fiscal Plan advising Tsawwassen First Nation of the Annual Fiscal Grant for that Fiscal Year.
- 5.2. The Annual Fiscal Plan shall set out the data and calculations used to compute the Annual Fiscal Grant and shall identify the installment schedule and amounts for the upcoming Fiscal Year in accordance with this Agreement.
- 5.3. The form of the Annual Fiscal Plan shall be substantially as set out in Schedule B.
- 5.4. Within 60 days of receiving the Annual Fiscal Plan for a Fiscal Year, Tsawwassen First Nation will advise Canada in writing of any errors in the data or calculations used by Canada in determining the Annual Fiscal Grant in the Annual Fiscal Plan.
- 5.5. Where notice of an error is given under paragraphs 5.4 or 5.8, the Parties will:
  - a. meet as soon as practicable to discuss the error; and
  - b. make best efforts to determine what corrections, if any, should be made, within 120 days of receipt of the notice.
- 5.6. Failing agreement under subparagraph 5.5.b, either Party may refer the matter to the dispute resolution process in paragraph 10.2.
- 5.7. If the dispute is not resolved by February 15 prior to the start of the new Fiscal Year, Canada shall pay installments to Tsawwassen First Nation in accordance with the original Annual Fiscal Plan prepared by Canada and any adjustment to the Annual Fiscal Grant resulting from the later resolution of the issue shall be implemented as agreed by the Parties.
- 5.8. Despite paragraph 5.4, if either Canada or Tsawwassen First Nation, at any time during the

term of this Agreement, discovers an error in the dollar values, adjustors, other parameters, formulae, or computation methods used in computing the Annual Fiscal Grant for any Fiscal Year of this Agreement, they will advise the other of the error in writing as soon as possible. The process set out in paragraphs 5.5 to 5.7 of this Agreement applies to the correction of errors under this paragraph 5.8.

## **6. OTHER PROGRAMS AND SERVICES ARRANGEMENTS**

### **Emergency Preparedness**

- 6.1. 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.
- 6.2. 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**

- 6.3. 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.
- 6.4. The eligibility of Tsawwassen First Nation for disaster financial assistance under the *Emergency Program Act* is not affected by this Agreement.

## **7. PROVINCIAL FUNDING**

- 7.1. Subject to the terms of this Agreement, British Columbia will make transfer payments to Tsawwassen First Nation in accordance with Schedule E.
- 7.2. British Columbia will pay the annual funding amount referred to in paragraph E.1 of Schedule E within 10 business days of the signing of this Agreement and on April 1<sup>st</sup> of each Subsequent Fiscal Year.
- 7.3. The annual funding amount referred to in paragraph E.1 of Schedule E commencing April 1, 2019 under this Agreement will be reduced by all amounts paid by British Columbia in respect of that Fiscal Year under the Initial Fiscal Financing Agreement prior to the signing of this Agreement.

## **8. SEPARATE LIABILITIES**

- 8.1. The obligations of Canada and British Columbia under this Agreement are separate.
- 8.2. 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, G H or I, and, for greater certainty, is not subject to or bound by any obligation set out in Schedule A, B, C, G H or I.
- 8.3. 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.
- 8.4. The obligation of Tsawwassen First Nation to provide Federally Supported Programs and Services is contingent on receipt of funding from Canada under Schedule B.
- 8.5. If the amount of any transfer payment by Canada under this Agreement is reduced under paragraph 8.3, Canada and Tsawwassen will negotiate and attempt to reach agreement on any required amendments to this Agreement.
- 8.6. 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.
- 8.7. 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.
- 8.8. If the amount of any transfer payment by British Columbia under this Agreement is reduced under paragraph 8.6, British Columbia and Tsawwassen will negotiate and attempt to reach agreement on any required amendments to this Agreement.

## **9. FISCAL CAPACITY**

- 9.1. Canada and Tsawwassen First Nation acknowledge that this Agreement implements Annex C of Canada's Collaborative Self-Government Fiscal Policy as it read on the Effective Date.
- 9.2. Canada and Tsawwassen First Nation acknowledge that during the Term of this Agreement:
- 9.2.1. In calculating the Annual Fiscal Grant payable by Canada, no amount will be deducted in respect of Tsawwassen First Nation's own source revenue until this Agreement is amended to incorporate a New Fiscal Capacity Methodology in accordance with paragraphs 10.1 through 10.5 and with Annex C of Canada's Collaborative Self-Government Fiscal Policy as it read on the Effective Date; and
  - 9.2.2. For greater certainty, Tsawwassen First Nation will continue to report on its fiscal capacity in accordance with the Own Source Revenue Agreement.

## **10. INTEGRATION OF NEW METHODOLOGIES BY AMENDMENT**

- 10.1. Tsawwassen First Nation or Canada may initiate discussions on implementing any New Fiscal Methodology through an amendment to this Agreement as follows:
- a. Tsawwassen First Nation may provide Canada a notice seeking information on the potential application of a New Fiscal Methodology to Tsawwassen First Nation;

- b. Canada may provide Tsawwassen First Nation a notice seeking Tsawwassen First Nation's consideration of the potential application of a New Fiscal Methodology to Tsawwassen First Nation.
  - c. Canada will provide the other Parties with a detailed plan for the application of the New Fiscal Methodology within 60 days of receiving the notice referred to in subparagraph 10.1(a) or receipt of a positive response from Tsawwassen First Nation to the notice under subparagraph 10.1(b).
- 10.2. The plan referred to in subparagraph 10.1(c) will include information needed to assess the potential effects of the application of the New Fiscal Methodology including:
- a. amendments to this Agreement needed to implement the New Fiscal Methodology including amendments to Schedules;
  - b. the manner and timeline for implementing the New Fiscal Methodology;
  - c. the approximate impact on funding amounts Tsawwassen First Nation would receive under the New Fiscal Methodology as well as changes to other elements of the Annual Fiscal Grant under this Agreement;
  - d. any additional program and service delivery responsibilities for Tsawwassen First Nation associated with the New Fiscal Methodology; and
  - e. any consequential changes to reporting requirements or other arrangements.
- 10.3. Within 60 days of a receipt of a plan referred to in subparagraph 10.1(c), the Parties may commence negotiations of an amendment to this Agreement and other arrangements to implement the New Fiscal Methodology in accordance with paragraph 11.33.
- 10.4. Where the New Fiscal Methodology being considered is a New Federal Infrastructure Methodology, the plan provided under 10.1(c) and any negotiations by the Parties will include unique factors relating to the implementation of a New Federal Infrastructure Methodology that have not been implemented by the Parties.
- 10.5. Where the New Fiscal Methodology being considered is a New Fiscal Capacity Methodology, the plan provided under 10.1(c) and any negotiations by the Parties will include unique factors relating to the implementation of a New Fiscal Capacity Methodology that have not been implemented by the Parties, including without limitation any amendments to the Own Source Revenue Agreement, reporting requirements, and other arrangements.
- 10.6. If there is no New Federal Infrastructure Methodology by March 31, 2021, the Parties will negotiate and attempt to reach agreement on an amendment to this Agreement on how the operation, maintenance, and replacement of new physical works constructed under A.22 of Schedule A will be taken into consideration based on Annex A6 of Canada's Collaborative Self-Government Fiscal Policy as it read on the Effective Date.
- 10.7. Tsawwassen First Nation and Canada will continue to negotiate and attempt to reach agreement on funding levels for Education programs and services outlined in Table B.1. For greater certainty, until agreement is reached, the funding levels provided under this Agreement will apply.

- 10.8. Tsawwassen First Nation and Canada commit to negotiate the inclusion of programs and services that may be incorporated into this Agreement by amendment in accordance with paragraph 11.33 as part of accommodation measures for the Trans Mountain Expansion Project.
- 10.9. British Columbia will develop a new provincial policy in respect of its fiscal relationship with Tsawwassen First Nation and other modern treaty holders. The new provincial fiscal policy will be developed collaboratively by British Columbia, Tsawwassen First Nation and other modern treaty holders who choose to participate in the policy development process. The new provincial fiscal policy will be based on the provisions of:
- a. the Tsawwassen First Nation Final Agreement;
  - b. the Province of British Columbia's Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples; and
  - c. the United Nations Declaration on the Rights of Indigenous People.
- 10.10. The Parties will negotiate and attempt to reach agreement on amendments to this Agreement to incorporate any additional funding available as a result of the new provincial fiscal policy.

## **11. GENERAL PROVISIONS**

### **Exceptional Circumstances**

- 11.1. 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**

- 11.2. 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 subparagraph 10.1(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.

- 11.3. The Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between the disputing Parties.
- 11.4. 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.
- 11.5. For the purposes of disputes arising out of any provision of Schedule A, B, C, G, H or I, British Columbia is not a "Party directly engaged in the dispute".
- 11.6. 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".
- 11.7. Upon receiving the notice under paragraph 11.4, the Parties directly engaged in the dispute will participate in the deliberations of the Implementation Committee.
- 11.8. 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.
- 11.9. The deliberations of the Implementation Committee in paragraph 11.7 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 paragraphs 14 through 18 of that Chapter.
- 11.10. 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.
- 11.11. 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.
- 11.12. Disputes arising under this Agreement may not be referred to and finally resolved by binding arbitration under the Dispute Resolution Chapter.

#### **Accountability**

- 11.13. 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.
- 11.14. All accounts and financial statements required to be prepared under this Agreement will be maintained and prepared in accordance with Generally Accepted Accounting Principles.
- 11.15. 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.

- 11.16. 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**

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

#### **Information Exchange**

- 11.18. 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.
- 11.19. 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.
- 11.20. 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 paragraph 11.18, then British Columbia is deemed to satisfy its obligation under paragraph 11.18 once notification is provided by British Columbia to that representative body.
- 11.21. If British Columbia establishes a process providing for collective discussion with First Nation Governments in British Columbia in relation to matters referred to paragraph 11.18:
- 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 paragraph 11.20.

- 11.22. Subject to paragraph 11.27, and unless British Columbia and Tsawwassen First Nation agree otherwise, British Columbia and Tsawwassen First Nation will retain the information provided under paragraphs 11.18 through 11.21 in strict confidence until such time as the new or amended policy or program information is publicly available.
- 11.23. 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.
- 11.24. 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.
- 11.25. 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.
- 11.26. 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.
- 11.27. 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 paragraphs 50 through 55 of the General Provisions Chapter.

#### **Default and Remedies**

- 11.28. 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.
- 11.29. 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.

- 11.30. A Party alleged to be in default that receives a notice of default under paragraph 11.29 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 paragraphs 11.2 through 11.12.
- 11.31. A Party that gives notice of a default under paragraph 11.29 may at any time waive the default, in which case the default is waived for all Parties for all purposes.

#### **Schedules**

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

<b>Schedule</b>	<b>Description</b>
A	Federally Supported Programs and Services
B	Federal Fiscal Funding
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
H	Gap Closing Funds
I	Budget 2017 Infrastructure Funds

#### **Amendment**

- 11.33. Except as otherwise provided in paragraphs 11.34, 11.35, and 11.36, any amendment to this Agreement will be in writing and be executed by all Parties.
- 11.34. Any amendment to Schedule A, B, C, G, H, or I will be in writing and be executed by Canada and Tsawwassen First Nation.

- 11.35. Any amendment to Schedule D or E will be in writing and be executed by British Columbia and Tsawwassen First Nation.
- 11.36. 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**

- 11.37. 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.
- 11.38. 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**

- 11.39. 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**

- 11.40. 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 paragraphs A to B includes both paragraphs 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 "paragraph", "subparagraph" or "Appendix" means a paragraph, subparagraph 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;
- j. all accounting terms have the meanings assigned to them under Generally Accepted Accounting Principles; and
- k. unless otherwise specified, reference to "agreed to" or "agreement" means by written agreement.

11.41. 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**

11.42. Time is of the essence in this Agreement.

#### **Survival of Obligations**

11.43. 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**

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

#### **Delegation and Enurement**

11.45. 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.

11.46. Where Tsawwassen First Nation has delegated any or all of its obligations under

paragraph 11.45, 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.

- 11.47. Regardless of any delegation under paragraph 11.45, this Agreement is binding upon the Parties and their respective administrators and successors.

#### **No Assignment**

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

#### **Time Limits**

- 11.49. The Parties may, by written Agreement, abridge or extend any time limit set out in this Agreement.

#### **Notices**

- 11.50. 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 electronic mail; or
  - c. mailed by any method for which confirmation of delivery is provided.
- 11.51. A communication will be considered to have been given or made or delivered, 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 or electronic mail and the sender receives confirmation of the transmission, at the start of business on the next business day on which it was transmitted; or
  - c. if mailed by any method for which confirmation of delivery is provided, when receipt is acknowledged by the addressee.
- 11.52. The Parties may agree to give, make or deliver a communication by means other than

those provided in paragraph 10.52.

11.53. The Parties will provide to each other addresses for delivery of communications under this Agreement, and, subject to paragraph 10.57, will deliver a communication to the address provided by each Party.

11.54. If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered, mailed to the postal address, or transmitted to the facsimile number, of the intended recipient as set out below:

**For:** Canada  
**Attention:** Minister of Crown-Indigenous Relations  
600 – 1138 Melville Street  
Vancouver, British Columbia V6C 4S3

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

**For:** Tsawwassen First Nation  
**Attention:** Chief, Tsawwassen First Nation  
1926 Tsawwassen Drive  
Tsawwassen, British Columbia V4M 4G2  
**Fax Number:** (604) 943-9226



**ANNEX 1: TERM AND TERMINATION DATE**

<b><u>TERM</u></b>	<b><u>TERMINATION DATE</u></b>	<b><u>ANNEX REVISION DATE</u></b>
April 1, 2019-March 31, 2024	March 31, 2024	April 1, 2019

**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 paragraph 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 in accordance with the programs and services report F.11 set out in Schedule F, 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
  - a) updated community health plan, if applicable.
- 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 be in accordance with programs and services report F.12 set out in Schedule F and 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.

**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 paragraph 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 paragraph 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;
    - 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 paragraph 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.

#### **Skills and Employment Training Programs and Services**

- A.12 Tsawwassen First Nation will ensure the provision of programs and services to assist all Indigenous people including youth and persons with disabilities, within the South Delta Service Area, to gain transferrable skills and find jobs that support their long-term employment and career success. Such programs and services may include assistance with job search, job retention, summer jobs, work experience and other supports.

#### **Skills and Employment Training Programs and Services Terms and Conditions**

- A.13 Any data collected as part of Skills and Employment Training Programs and Services will be collected under the authority of section 15(c) of the Tsawwassen *Freedom of Information and Protection of Privacy Act (FIPPA)*. The information will be used to facilitate matching Skills and Employment Training Program participants with potential employment opportunities. The information will not otherwise be used or disclosed except in accordance with *FIPPA*.

#### **Skills and Employment Training Programs and Services Reporting**

- A.14 Tsawwassen First Nation will share the aggregated data described in report F.20 set out in Schedule F with Employment and Social Development Canada (ESDC) on an annual basis.
- A.15 Tsawwassen First Nation will also provide on an annual basis a narrative describing the impact of the funding in the community, that may include best practices, post-training success stories and lessons learned, collaboration efforts with other partners at the federal, provincial or territorial level or other sectors, or any other information that Tsawwassen First Nation considers relevant in the area of skills and employment training.
- A.16 The above information will inform Canada's understanding of the labour market context in the South Delta Service Area and will also contribute to supporting Canada's and Tsawwassen First Nation's shared accountability for these funds. In addition, this information may also contribute to Tsawwassen First Nation's analysis of the success of

its skills and employment training programs and demonstrate any existing skills and employment gaps in the community.

#### **Local Programs and Services**

- A.17 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);
    - 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.18 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.19 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.20 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.21 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.22 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.23 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.22 will be taken into consideration.
- A.24 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 Services**

- A.25 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.26** 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.27** Tsawwassen will ensure the information is collected and provided to Fisheries and Oceans Canada (DFO) in accordance with programs and services reports F.21 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  
FEDERAL FISCAL FUNDING**

**1. Federally Supported Programs and Services Funding**

1.1. Table B.1 below sets out funding amounts as of the Effective Date, and the adjustors to be applied for Subsequent Fiscal Years to calculate the Annual Fiscal Grant.

**Table B.1**

<b>Federally Supported Programs or Services</b>		<b>2019/20</b>	<b>Annual Adjustors</b>
<i>Health</i>	Brighter Futures	20,636	Price, Volume
	Mental Health	12,377	Price, Volume
	Solvent Abuse	3,113	Price, Volume
	Canada Prenatal Nutrition	5,675	Price, Volume
	NNADAP	40,508	Price, Volume
	Community Health Program	38,578	Price, Volume
	Management and Support	28,574	Price, Volume
	Audit	3,856	Price, Volume
	Community Health Nursing and Clerical	58,289	Price, Volume
	Management and Governance	27,741	Price, Volume
	Leeway	8,984	Price, Volume
	Evaluation Report	8,984	Price, Volume
	Evaluation Plan Update	899	Price, Volume
	2nd and 3rd Level Services	4,642	Price, Volume
	Aboriginal Head Start	84,151	Price, Volume
	HIV/AIDS	825	Price, Volume
	Home and Community Care	48,789	Price, Volume
	Diabetes	29,947	Price, Volume
	Drinking Water Safety Program (EH/DWSP)	2,545	Price, Volume
	Health O&M	14,680	Price
	Health Fixed Capital Replacement Reserve	7,340	Price
<i>Subtotal</i>		<b>451,130</b>	
<i>Social</i>	Basic Needs	478,829	Price, Volume
	Special Needs	8,895	Price, Volume
	Service Delivery	63,883	Price, Volume
	GFA	8,778	Price, Volume
	TESI	10,397	Price, Volume
	Adult In-Home Care	33,070	Price, Volume
	Adult In-Home Care Service Delivery	5,836	Price, Volume
	NCB Reinvestment	46,039	Price, Volume
	Family Violence	4,384	Price, Volume
<i>Subtotal</i>		<b>660,111</b>	
<i>Education</i>	Instructional Services (K-12)	393,565	Price, Volume
	Band School Instruction	18,738	Price, Volume
	Ancillary Services	15,456	Price, Volume
	Student Transportation	4,051	Price, Volume
	Grade allowances	3,527	Price, Volume

	Guidance and Counseling	12,894	Price, Volume
	Education Support	5,880	Price, Volume
	Post Secondary Education	161,015	Price, Volume
<i>Subtotal</i>		<i>615,125</i>	
Local Programs and Services	Governance and Administration Expenditure Need Model	4,394,744	Price
	Lands Management (Interim Approach)	904,398	Price
	CEDO Planning & Operations	18,040	Price
	Skills and Employment Training (ISETS)	296,415	See Table B.2
<i>Subtotal</i>		<i>5,613,597</i>	
Physical Works	O&M Roads and Bridges	17,758	Price
	O&M Sanitation Systems	150,452	Price
	O&M Water Systems	13,189	Price
	O&M Municipal Services	91,902	Price
	O&M Community Buildings	22,381	Price
	O&M Fire Protection Training	5,481	Price
	O&M Schools	4,340	Price
	Fit Up Education Facilities	299	Price
	Physical Works Capital (Replacement and Major Maintenance)	335,123	Price
<i>Subtotal</i>		<i>640,924</i>	
Fisheries	Fisheries Management Incremental Implementation	303,667	Price
	Aboriginal Fisheries Strategy	180,299	Price
<i>Subtotal</i>		<i>483,966</i>	
<b>Total Federally Supported Programs and Services Funding</b>		<b>8,464,854</b>	

1.2. Funding amounts in each line item in Table B.1 are to be adjusted annually by a price adjustor and/or volume adjustor, calculated as set out in 3.0, and the calculated amounts will be provided in the Annual Fiscal Plan substantially in the form set out in 4.0.

1.3. The amounts for Skills and Employment Training in the Annual Fiscal Grant for Subsequent Fiscal Years are set out in table B.2 below.

**Table B.2**

Federally Supported Programs or Services	2019/20	2020/21	2021/22	2022/23 & Ongoing
Skills and Employment Training	296,415	298,708	301,078	303,529

1.4. The amounts for Skills and Employment Training in Table B.2 do not include amounts for EI or FNICCI.

**2. Federal Transfer Floor**

2.1. Table B.3 sets out:

- a. the base year federal transfer floor amount (column 2) for ongoing Federally Supported Programs and Services;
- b. the federal transfer floor amount for April 3, 2009; and
- c. the adjustment that will be made to the federal transfer floor for each Subsequent Fiscal Year, while this Agreement is in effect.

Table B.3

	Base Year Federal Transfer Floor Amount (2002\$)	2011/12 Federal Transfer Floor Amount	FFA Effective Date Federal Transfer Floor Amount	Annual Adjustors
Federal Transfer Floor	265,000	297,240		Price, Volume

3. Adjustors

3.1. FDDIPI means unless otherwise agreed to by Canada and Tsawwassen First Nation, the first release third quarter value implicit chain price index of final domestic demand for Canada, or its successor data, as published by Statistics Canada in the National Economic and Financial Accounts, Quarterly Estimates (Third Quarter), or its successor publication.

3.2. The price adjustor (PA), which is subject to change each year, is to be calculated as follows:

$$PA = \frac{FDDIPI_{fy-1}}{FDDIPI_{fy-2}}$$

where

FDDIPI<sub>fy-1</sub> = FDDIPI for the calendar year one year before the Fiscal Year for which the Transfer Payment is being calculated; and

FDDIPI<sub>fy-2</sub> = FDDIPI for the calendar year two years before the Fiscal Year for which the Transfer Payment is being calculated.

3.3. If the FDDIPI data is published too late to be used for the purpose of calculating the Transfer Payment for a Fiscal Year, the price adjustor from the previous Fiscal Year, or an estimate otherwise agreed to by the parties, will be used until the FDDIPI data is published.

3.4. Once the required FDDIPI data has been published, Canada will make any necessary corrections in the next scheduled Transfer Payment to Tsawwassen First Nation.

3.5. The volume adjustor (VA), which is subject to change each year, is to be calculated as follows:

$$VA = \frac{POPLN_{fy-1}}{POPLN_{fy-2}}$$



where

**POPLNfy-1 = The population of Tsawwassen Members on December 31<sup>st</sup> of the calendar year one year before the Fiscal Year for which the Annual Fiscal Grant is being calculated; and**

**POPLNfy-2 = The population of Tsawwassen Members on December 31<sup>st</sup> of the calendar year two years before the Fiscal Year for which the Annual Fiscal Grant is being calculated.**

#### **4. Annual Fiscal Plan**

- 4.1. The Annual Fiscal Plan will be essentially as shown in the format below, including calculation of adjustors, the net Annual Fiscal Grant, and the discounted net Annual Fiscal Grant payment amount to be paid as of April 1 each year.**

ANNUAL FISCAL PLAN FOR TSAWWASSEN FIRST NATION

Calculation of Adjustors

FDDIPI Indices (Q3)	2019/20	2020/21	2021/22	2022/23	2023/24
2017	108.3				
2018	110.6				
2019					
2020					
2021					
2022					
Price Adjustor (PA)	1.0212				

StatsCan table link:

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=3610010601>

Population (Dec. 31)	2019/20	2020/21	2021/22	2022/23	2023/24
2017	n.a.				
2018	490				
2019					
2020					
2021					
2022					
Volume Adjustor (VA)	1.02				

Annual Fiscal Grant

Federally Supported Programs and Services	Adjustor(s)	2019/20	2020/21	2021/22	2022/23	2023/24
Health (not including Health O&M or Capital)	PA x VA	1.0416				
Health O&M and Capital	PA	1.0212				
Social	PA x VA	1.0416				
Education	PA x VA	1.0416				
Local Programs and Services (not including Skills and Employment Training)	PA	1.0212				
Skills and Employment Training	n.a.	n.a.				
Physical Works	PA	1.0212				
Fisheries	PA	1.0212				
Total Federally Supported Programs and Services Funding		8,464,854				
Less own source revenue inclusion amount from Tsawwassen First Nation						
Annual Fiscal Grant		8,464,854				

**Annual Fiscal Grant Discount Calculation\***

CRF lending rate (365 days) for the first period of November preceding payment of the discounted net Annual Fiscal Grant : 2.2963 (November 2018)

The Discount Factor is the CRF rate divided by twelve months.

Month	Gross Payment	Discount Factor**	Discount Amount	Discounted Payment
April	705,405	n.a.	-	705,405
May	705,405	n.a.	-	705,405
June	705,405	n.a.	-	705,405
July	705,405	0.00191	1,350	704,055
August	705,405	0.00383	2,700	702,705
September	705,405	0.00574	4,050	701,355
October	705,405	0.00765	5,399	700,005
November	705,405	0.00957	6,749	698,655
December	705,405	0.01148	8,099	697,305
January	705,405	0.01340	9,449	695,956
February	705,405	0.01531	10,799	694,606
March	705,405	0.01722	12,149	693,256
<b>Total</b>	<b>8,464,854</b>			<b>8,404,111</b>

\* Where a monthly installment would otherwise be payable on a Saturday, Sunday, or statutory holiday, the Total Net Payment will be made on the next following business day.

\*\*Treasury Board exempts First Nations transfer payments from the Cash Management Policy Discount factor for the first quarter.

**SCHEDULE C  
CANADA BASE YEAR FUNDING AMOUNT FOR AGREED UPON ASSETS**

**Table C1. Canada Base Year funding amount for major maintenance 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	ASB	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
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.

**SCHEDULE E  
PROVINCIALY SUPPORTED PROGRAMS AND SERVICES FUNDING AMOUNTS**

**ANNUAL FUNDING**

E.1 Subject to E.2 British Columbia will pay to Tsawwassen First Nation \$100,000 in each Fiscal Year this Agreement is in effect, for the activity identified in D1.

E.2 In Subsequent Fiscal Years, the amount that British Columbia will pay to Tsawwassen First Nation under E.1 will be multiplied by  $FDDIPI_{FY}$  divided by  $FDDIPI_{Q4,2014}$  as follows:

$$\$100,000 \times \left( \frac{FDDIPI_{FY}}{FDDIPI_{Q4,2014}} \right)$$

$FDDIPI_{FY}$  is the first published FDDIPI for the latest calendar quarter for which Statistics Canada has published an FDDIPI before that fiscal year.

$FDDIPI_{Q4,2014}$  is the value of FDDIPI for the fourth quarter of 2014 as published by Statistics Canada at the same time as the value used in FDDIPI.

**SCHEDULE F  
PROGRAMS AND SERVICES REPORTS**

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.1. Health Reporting for Fiscal 20\_\_\_\_**

Paragraph A.1(a) – annual immunization coverage report of the immunizations provided under paragraph 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 20\_\_\_\_**

Paragraph A.1(a) – annual summary incident of communicable diseases provided under paragraph A.1(a)

<b>Communicable Disease Reports Month</b>	<b>Notifiable Communicable Disease</b>	<b>Community</b>	<b>Number of Persons with Disease</b>



**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.3. Health Reporting for Fiscal 20\_\_**

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

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

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.4. Health Reporting for Fiscal 20\_\_**

Paragraph A.1(c) – annual summary of home and community care program provided under paragraph 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							
<b>Totals</b>							

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 20\_\_**

Paragraph A.1(c) – annual summary of human resource profiles of home and community care program provided under paragraph 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 20\_\_**

Paragraph A.1(d) – annual summary of human resource profiles for the Aboriginal Head Start program provided under paragraph 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			
<b>Totals</b>			

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

<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)			
<b>Totals</b>			

Notes

FTE means full time equivalents.

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.7. Health Reporting for Fiscal 20\_\_**

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

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

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

**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 20\_\_**

Paragraph A.1(d) – annual summary of environmental/safety practices being conducted by the Aboriginal Head Start program provided under paragraph 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)		
<b>Total</b>		

**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.9. Health Reporting for Fiscal 20\_\_**

Paragraph A.1(d) – annual summary of standards (policies and procedures) adopted for the Aboriginal Head Start program provided under paragraph 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 20\_\_**

Paragraph A.1(d) – annual summary of successes, challenges or barriers experienced by the Aboriginal Head Start program provided under paragraph 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 20\_\_**

Paragraph A.1— annual report on the delivery of federally supported health programs and services provided under paragraph 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 paragraph 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 20\_\_

Paragraph A.1- 5 year evaluation in respect of the delivery of federally supported health programs and services provided under paragraph 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 20\_\_**

Paragraph A.6(a) - persons to whom income assistance is provided under paragraph 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 20\_\_**

Paragraph A.6(a) - persons to whom income assistance is provided under paragraph 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.

**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. 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 (e case months divided by 12. For the example above case load would be 27 / 12 = 2.25

**Report F.15. Social Development Reporting for Fiscal 20\_\_**

Paragraph A.6(b) - persons to whom income assistance is provided under paragraph 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. 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 20\_\_**

Paragraph A.6(c) - enrolment and completion rates of persons in training and employment programs provided under paragraph 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 20\_\_**

Paragraph 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**

**Report F.18. Education Reporting for Fiscal 20\_\_**

Paragraph A.9(a) - enrolment and completion rates and number of Eligible Students receiving Agreed-Upon Programs and Services under paragraph 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														
<b>TOTAL</b>														

\* 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 20\_\_**

Paragraph A.9(c) - enrolment and completion rates and number of Tsawwassen Indians receiving Agreed-Upon Programs and Services under paragraph 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				
<b>TOTAL</b>				

\*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. Reporting for Fiscal 20 \_\_\_\_**

#### **Aggregated Data on Skills and Employment Training Programs and Services**

For clients served in each fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>), please provide the following information by age range (clients under 15; 15 to 30 years old; 31 and over) and gender (Male/Female/Other):

1. Total number of clients served.
2. Highest level of education at intake:
  - No formal education
  - Up to Grade 7-8 (Secondaire I-II)
  - Grade 9-10 (Secondaire III)
  - Grade 11-12 (Secondaire IV-V)
  - Secondary School Diploma or GED
  - Some post-secondary training
  - Apprenticeship or trades certificate or diploma
  - College, CEGEP, or other non-university certificate or diploma
  - University certificate or diploma
  - University - Bachelor Degree
  - University - Master's Degree
  - University - Doctorate
3. Number of clients who participated in the following programs:
  - Career Research and Exploration
  - Diagnostic Assessment
  - Employment Counselling
  - Skills Development - Essential Skills
  - Skills Development - Academic Upgrading
  - Work Experience - Job Creation Partnerships
  - Work Experience - Wage Subsidy
  - Work Experience - Student Employment
  - Occupational Skills Training - Certificate
  - Occupational Skills Training - Diploma
  - Occupational Skills Training - Degree
  - Occupational Skills Training - Apprenticeship
  - Occupational Skills Training - Vocational / Industry Recognized
  - Self-employment
  - Job Search Preparation Strategies
  - Job Starts Supports
  - Employer Referral
  - Employment Retention Supports
  - Referral to Agencies

- Pre-Career Development
4. Number of clients who completed the following programs:
- Career Research and Exploration
  - Diagnostic Assessment
  - Employment Counselling
  - Skills Development - Essential Skills
  - Skills Development - Academic Upgrading
  - Work Experience - Job Creation Partnerships
  - Work Experience - Wage Subsidy
  - Work Experience - Student Employment
  - Occupational Skills Training - Certificate
  - Occupational Skills Training - Diploma
  - Occupational Skills Training - Degree
  - Occupational Skills Training - Apprenticeship
  - Occupational Skills Training - Vocational / Industry Recognized
  - Self-employment
  - Job Search Preparation Strategies
  - Job Starts Supports
  - Employer Referral
  - Employment Retention Supports
  - Referral to Agencies
  - Pre-Career Development
5. Number of clients that found employment as a result of participation in programs.
6. Number of clients that returned to school as a result of participation in programs.
7. Highest level of education as a result of participation in programs:
- No formal education
  - Up to Grade 7-8 (Secondaire I-II)
  - Grade 9-10 (Secondaire. III)
  - Grade 11-12 (Secondaire IV-V)
  - Secondary School Diploma or GED
  - Some post-secondary training
  - Apprenticeship or trades certificate or diploma
  - College, CEGEP, or other non-university certificate or diploma
  - University certificate or diploma
  - University - Bachelor Degree
  - University - Master's Degree
  - University - Doctorate

***Data Element Definitions***

**Number of clients served:** This indicator represents the number of clients which have been served by the program. A client is counted as "served" the first time that an intervention start date is recorded during a fiscal year. No matter how many interventions a client participates in during a fiscal year, they are only counted once as a Client Served.

**Highest level of education at intake:**

**No formal education:** Did not attend school.

**Up to Grade 7-8 (Secondaire I-II):** Includes primary level grades 1-6, 7 and 8 (Grade 8 = Sec I).

**Grade 9-10 (Secondaire. III):** Grades 9-10 (Sec II and III).

**Grade 11-12 (Secondaire IV-V):** Grade 11-12 ([Sec IV and V] credits, but not enough to graduate).

**Secondary School Diploma or GED:** High school (Sec V) diploma or equivalent (Includes those recognized by the Ministère d'éducation du Québec (MEQ) and First Nation secondary school diploma (as these are often recognized by CEGEPS for enrolment, but not by the MEQ).

**Some post-secondary training:** Some post-secondary training: client attended post-secondary training but did not complete a program.

**Apprenticeship or trades certificate or diploma:** Apprenticeship and journeyman cards (trades certificate) or vocational training diploma (DEP- diplômes d'études professionnelles) work related safety cards and other trade certifications.

**College, CEGEP, or other non-university certificate or diploma:** College, CEGEP (Includes: 2 year diplôme d'étude collégiale (DEC) that are pre-university diploma programs that may not be used to secure employment); 3 year diplôme d'étude collégiale (DEC) that are technical training certificates that can secure employment in secretarial, web design, accounting, etc); AEC attestation d'études collégiale (similar to a DEC, but more technical with a duration of 6 months to one year or a specific number of training hours for each program) or other non-university certificate or diploma

**University certificate or diploma:** University certificate or diploma below bachelor level (includes credited and non-credited geared to support/compliment/validate current employment).

**University - Bachelor Degree:** Undergraduate (Bachelor) degree from a recognized degree-granting institution.

**University - Master's Degree:** Graduate (Master's) degree from a recognized degree-granting institution.

**University - Doctorate:** Doctorate degree from a recognized degree-granting institution.

**Number of clients who participated/completed in the following programs:** Please see definitions below, as well as the document "Definitions of Interventions" available from ESDC for more details on each program/intervention type.

**Number of clients that found employment as a result of participation in programs:** The clients employed indicator is the number of clients who have been referred to and participated in a program, and who have subsequently found employment.

**Number of clients who returned to school as a result of participation in programs:** The indicator is the number of clients who have been referred to and participated in a program and who have subsequently returned to school.

**Career Research and Exploration:** An activity or activities engaged in by the client at the direction of the counsellor intended to provide the client with background information and data on career opportunities, employment prospects, qualifications, requirements and benefits for different jobs and/or local and regional employers and employment opportunities in order to assist the client make informed career decisions. This can be done individually or through group sessions. This intervention could include teaching a client how to find labour market information, the programs and services clients are eligible for, conducting self-discovery exercises to identify the values and interests of the client, taking non-diagnostic tests (ex: choices program), etc.

**Diagnostic Assessment:** Client is to take a specific test to assist in the determination of a career choice, such as: language, literacy, workplace essential skills (e.g. TOWES), Myers Briggs personality test, learning disability assessments, etc.

**Employment Counselling:** Providing the client, within the context of an Action Plan, with the advice and support of a designated employment counsellor to assist the client to arrive at a suitable career choice.

**Skills Development- Essential Skills:** A program of instruction designed to enhance one or more Essential Skills to a level required by the specific job or occupation that the client is seeking. Essential Skills provide the foundation for learning all other skills and enable people to evolve with their jobs and adapt to workplace change.

**Skills Development – Academic Upgrading:** A program of instruction designed to enable the client to obtain high school credits or academic qualifications required to pursue further post-secondary instruction or training. Could be referred to as adult education, either to acquire a high school diploma or General Educational Development (GED), or to acquire secondary school pre-requisites needed to enroll in vocational training and/or post-secondary training programs.

**Work Experience - Job Creation Partnerships:** A financial assistance program that seeks to enable unemployed persons to gain work experience by creating temporary jobs. Project activities should benefit both the participant and the community and must therefore be limited to partnerships with public sector and non-profit employers; no private companies. This will also improve the client's long-term employment prospects.

**Work Experience - Wage Subsidy:** A financial assistance program that has as its objective encouraging employers to hire individuals in order to provide them with direct work experience and/or on-the-job training. The employer receives a wage subsidy to hire the client for a specific length of time, with the

object of providing the client with sufficient skills to find employment at the end of this time either with the same employer or another.

**Work Experience – Student Employment:** Interventions designed to provide employment to students during school breaks or while still in school, such as the Student Summer Employment Program or the Internship Program. An individual student is provided with an opportunity to develop and enhance employability and occupational skills with practical, on-the-job experience. Employers are generally provided with a wage subsidy to encourage the hiring of these students. Students can be working during the school year or during the summer months and must be enrolled in full-time studies.

**Occupational Skills Training – Certificate:** Interventions related to a program of study leading to a certificate from a provincially recognized university, college, institute or school, either public or private. A certificate program is distinguished from a diploma program primarily by the amount of time the client takes to earn the certificate. A certificate program is typically one academic year in length and, in cases where it is less than an academic year; there are typically minimum length requirements that vary from jurisdiction to jurisdiction.

**Occupational Skills Training – Diploma:** Interventions related to a program of study leading to a diploma from a provincially recognized university, college, institute or school, either public or private. A diploma program, in addition to be non-degree in nature, is distinguished from a certificate program primarily by the amount of time the client takes to earn the diploma. A diploma program is typically greater than one academic year in length.

**Occupational Skills Training – Degree:** Interventions related to a program of study leading directly to an undergraduate or graduate degree from a recognized degree-granting institution.

**Occupational Skills Training – Apprenticeship:** Interventions related to pre-apprenticeship training or apprenticeship technical training in a designated trade. This intervention does not cover the practical training of an indentured apprentice that occurs on the job. It also does not cover a pre-employment training intervention that is not recognized as credit towards a designated trade.

**Occupational Skills Training – Vocational / Industry Recognized:** Interventions related to formal skills instruction that may provide certificates of completion, tickets and/or licenses which may be professionally recognized, but are not normally recognized by post-secondary institutions or counted as academic credits in post-secondary programs or apprenticeship programs. Examples include: driver's training, First Aid/CPR training, safety training, customized pre-employment training (e.g. Mining Essentials) and some professional accreditation programs offered by the private sector (e.g. Microsoft, Canadian Securities Institute).

**Self-Employment:** An intervention that provides direct financial assistance, business training or professional support to enable a client start his/her own business or continue in a career of self-employment. Assistance may include providing support for training in business start-up and development from accredited business school, assistance with business plan development, for professional advice for marketing, accounting and financial management and for office location.

**Job Search Preparation Strategies:** This intervention is to be utilized when a client is preparing to seek and attain employment and requires support from an employment counsellor or a job finding club. Activities within this intervention can include: resume and cover letter writing, labour market research,

**Interview skills, etc.**

**Job Starts Supports:** In order to seek and attain employment, clients may receive assistance to purchase work equipment, work clothing, bus tickets to look for work, etc.

**Employer Referral:** A client is referred to an employer to seek information on the company, the occupation of interest and/or an employment opportunity within the company.

**Employment Retention Supports:** An intervention that provides some sort of funded assistance to enable a client with a job to continue working in that job. Assistance should be extraordinary and temporary in nature and not lead to continuing dependence on the program. Examples include: paying for work boots and equipment; purchasing a driver's license, providing bus fare or paying daycare on a limited/emergency basis, or providing re-location expenses if that is necessary to keep a job. Note that interventions relating to skills development for persons with a job should be identified under the appropriate skills development intervention type and not as an employment retention support.

**Referral to Agencies:** An intervention that refers a client to a responsible agency or agencies, as part of the client's Action Plan, to address one or more employment barriers (e.g. referral to social housing authority, drug treatment program, and subsidized daycare center, transportation for persons with disabilities, household finances and budgeting program).



**Tsawwassen First Nation Fiscal Financing Agreement**

**Report F.21. Fisheries Reporting for Fiscal 20\_\_**

Paragraph A.22 – catch monitoring data under paragraph 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			

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 1/2" 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 the Initial Tsawwassen Fiscal Financing Agreement will be used by Tsawwassen First Nation to undertake ongoing 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 of \$1,000,000 identified as the Fisheries Fund in the Initial Tsawwassen Fiscal Financing Agreement 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 in the Initial Tsawwassen Fiscal Financing Agreement as the Implementation Fund totalling \$13,564,168 included \$10,000,000 to support the ongoing activities identified in G.3.2 below.

G.3.2 The Implementation Fund will be used by Tsawwassen First Nation to support ongoing 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.

## **SCHEDULE H GAP CLOSING FUNDS**

- H.1 In this Schedule, "Gap Closing Funds" means Tsawwassen First Nation's allocation of funds from the \$189.2 million of federal funds promised to self-governing Indigenous governments in the federal Budget 2018.
- H.2 This Schedule sets out the manner in which Tsawwassen First Nation will receive its Gap Closing Funds.
- H.3 For clarity, receipt of the Gap Closing Funds does not in and of itself make Tsawwassen First Nation ineligible for other sources of funding that may be made available by Canada from time-to-time related to housing, infrastructure, socio-economic gap closing, or other programs and services.
- H.4 Tsawwassen First Nation's Gap Closing Funds includes the following:
- a. Data and Assessment Funding, meaning funds for spending on the development of internal capacity to gather, collect and use data;
  - b. Gaps Funding, meaning funds for spending related to closing gaps in infrastructure, housing, or social well-being.

### **CANADA'S RESPONSIBILITIES**

- H.5 In respect of the 2019/20 Fiscal Year, Canada will pay to Tsawwassen First Nation the following from Gap Closing Funds:
- a. \$275,000 by way of grant towards Data and Assessment Funding;
  - b. \$1,958,285 by way of grant towards Gaps Funding, on the condition that Tsawwassen First Nation has submitted a Gaps Closing Plan to Canada that complies with the criteria set out in paragraph H.8, before March 31, 2020.
- H.6 In respect of the 2020/21 Fiscal Year, Canada will pay to Tsawwassen First Nation \$914,837 by way of grant towards Gaps Funding, on the condition that Tsawwassen First Nation has submitted a Gaps Closing Plan to Canada that complies with the criteria set out in paragraph H.8, before March 31, 2021.

### **TSAWWASSEN FIRST NATION'S RESPONSIBILITIES**

- H.7 Tsawwassen First Nation must submit a Gap Closing Plan to Canada in order to receive the amounts of Gaps Funding allocated for 2019/20 or 2020/21.
- H.8 A Gap Closing Plan is a document to address a deficit or need in infrastructure on Tsawwassen Lands, housing on Tsawwassen Lands, or in the social well-being of Tsawwassen Members, which includes the following content:

- a. evidence of the gap to be addressed;
  - b. a description of the program or initiative to close the gap;
  - c. a rationale or explanation of how the program or initiative could succeed in reducing the gap including data indicators and expected outcome(s);
  - d. confirmation of Tsawwassen First Nation's ability and intention to measure, track and report on progress towards closing the gap; and
  - e. confirmation that Tsawwassen First Nation has existing or planned capacity to undertake the gap closing program or initiative.
- H.9 Tsawwassen First Nation will monitor programs or initiatives supported by Gap Closing Funds and provide reports for the 2019/20 Fiscal Year and the 2020/21 Fiscal Year to Canada, with the first due no earlier than December 2021, containing a summary of the programs or initiatives undertaken, the progress made to date of the report, and the relevant indicators or administrative data.
- H.10 If during the term of this Agreement a global Indigenous government report on the outcomes of initiatives funded by Gap Closing Funds is developed through the Collaborative Fiscal Policy Development Process, Tsawwassen First Nation will participate in the development of that report.

**SCHEDULE I**  
**Budget 2017 Infrastructure Funds**

- I.1 This schedule sets out the amounts, terms and conditions for Canada to make transfer payments, separate from the Annual Fiscal Grant, to Tsawwassen First Nation for its allocation of the infrastructure funding announced by Canada in the federal Budget 2017.
- I.2 Tsawwassen First Nation acknowledges receipt of the first instalment Budget 2017 Infrastructure Funds of \$14,077 in respect of the 2018/2019 Fiscal Year, as set out in the Initial Fiscal Financing Agreement.
- I.3 Canada will make the following payments by way of grant to Tsawwassen First Nation:
  - a. \$11,262 in respect of the 2019/2020 Fiscal Year; and
  - b. \$19,708 in respect of the 2020/2021 Fiscal Year.
- I.4 By accepting the Budget 2017 funds in paragraph I.3 above, Tsawwassen First Nation acknowledges that it is not eligible to apply for Budget 2017 Other Community Infrastructure funding for this two-year period (2019/2020 Fiscal Year and 2020/2021 Fiscal Year).
- I.5 For clarity, receipt of the funds in paragraph I.3 does not in and of itself make Tsawwassen First Nation ineligible for other sources of funding that may be made available by Canada from time-to-time related to infrastructure, including the Building Canada Fund or Gas Tax Fund, which are two components of the First Nations Infrastructure Program.

