

2019 TLA'AMIN 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")

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")

AND:

TLA'AMIN NATION, as represented by the Tla'amin Government

("Tla'amin Nation")

WHEREAS:

- A. The Tla'amin Final Agreement provides in 2 of Chapter 20 that the Parties will negotiate and attempt to reach agreement on a Fiscal Financing Agreement;
- B. The Initial Tla'amin Fiscal Financing Agreement came into effect on April 5, 2016 and will terminate on the earlier of March 31, 2022 or the effective date of a subsequent Fiscal Financing Agreement;
- C. Tla'amin Nation participated in the Collaborative Fiscal Policy Development Process which has resulted in changes to Canada's Collaborative Fiscal Policy on governance funding and an interim policy on fiscal capacity;



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- D. The Parties wish to replace the Initial Tla'amin Nation Fiscal Financing Agreement with an agreement that will implement the new and interim policies under Canada's Collaborative Fiscal Policy and allow the Parties to implement subsequent changes to Canada's Collaborative Fiscal Policy by amendment;
- E. This Agreement is a subsequent Fiscal Financing Agreement negotiated by the Parties.

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

1.0 DEFINITIONS

1.1 Words and expressions not defined in this Agreement but defined in the Tla'amin Final Agreement have the meanings ascribed to them in the Tla'amin Final Agreement.

1.2 In this Agreement and the recitals:

"Agreed Upon Assets" means the capital assets listed in Schedule C;

"Agreement" means this Tla'amin Fiscal Financing Agreement and the Schedules;

"Annual Fiscal Plan" means the plan provided by Canada to the Tla'amin Nation under 4.5 to 4.7 of this Agreement;

"Annual Formula Grant" means, for any Fiscal Year, the amount payable by Canada to the Tla'amin 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 Tla'amin Final Agreement;

"Collaborative Fiscal Policy Development Process" means the collaborative fiscal policy co-development process initiated in 2016 and led federally by Crown-Indigenous Relations and Northern Affairs Canada and involving representatives of Indigenous governments;

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"Communication" means a notice, document, request, approval, authorization, consent or other communication required or permitted to be given or made under this Agreement;

"Eligible Student" means an Indian, ordinarily resident on Tla'amin 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 the Tla'amin Nation;

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

"Federal Own Source Revenue Inclusion Amount" has the same meaning ascribed to it in the Own Source Revenue Agreement;

"Federally Supported Programs and Services" means those Agreed Upon Programs and Services described in Schedules A and E, for which Canada has agreed to contribute funding in accordance with this Agreement;

"FFA Effective Date" means April 1, 2019;

"Fiscal Year" means the period that commences on April 1st of a year and ends on March 31st of the following year;

"Fish Fund" means the fund established by the Tla'amin Nation used to support the provision of the Implementation Activities;

"Gap Closing Funds" means the funding amounts set out in Schedule H;

"Generally Accepted Accounting Principles" means the accounting principles generally accepted in Canada from time to time and, if the *CPA Canada Handbook – Accounting* published by the Chartered Professional Accountants of Canada (including the Public Sector Accounting Board) or its successor includes a relevant statement of a principle or accounting guideline, that statement will be considered conclusively to be an accounting principle or guideline generally accepted in Canada;

"Implementation Committee" means the committee established on the Effective Date and formed according to the provisions in the Implementation Chapter;

"Indian Family" means:

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

"Implementation Activities" means those implementation activities identified in E.3 of Schedule E;

"Initial Tla'amin Nation Fiscal Financing Agreement" means the *Tla'amin Nation Fiscal Financing Agreement* made April 5, 2016 as amended by the *Tla'amin Nation Fiscal Financing Agreement Amendment Agreement* dated March 21, 2019;

"New Federal Funding Methodology" means a funding methodology brought into effect through an amendment to Canada's Collaborative Self-Government Fiscal Policy;

"New Federal Infrastructure Methodology" means a new methodology brought into effect through an amendment to Canada's Collaborative Self-Government Fiscal Policy for establishing a capital reserve to fund the maintenance, upgrading and replacement of a specified list of infrastructure assets of self-governing Indigenous governments based on a life cycle approach as contemplated by Annex A6 of Canada's Collaborative Self-Government Fiscal Policy;

"New Fiscal Capacity Methodology" means a methodology brought into effect through an amendment to Canada's Collaborative Self-Government Fiscal Policy in relation to how the Own Source Revenue of a Indigenous government will be taken into account in fiscal arrangements developed under the Collaborative Fiscal Policy Development Process as contemplated by Canada's Collaborative Self-Government Fiscal Policy;

"New Fiscal Methodology" means a New Federal Funding Methodology or a New Fiscal Capacity Methodology;

"Own Source Revenue Agreement" means the Tla'amin Own Source Revenue Agreement that will commence on the Effective Date, as amended from time to time;

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

"Physical Works Fund" has the meaning ascribed to it in the Own Source Revenue Agreement;

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"Previous Fiscal Year" means the Fiscal Year immediately 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 or which British Columbia has directed the Vancouver Coastal Health Authority to provide to the Tla'amin Nation to support the provision of Provincially Supported Programs and Services, as set out in Schedule G;

"Provincially Supported Programs and Services" means those Agreed Upon Programs and Services described in Schedule F for which British Columbia has agreed either to contribute funding or to direct the Vancouver Coastal Health Authority to contribute funding in accordance with this Agreement;

"Schedule" means a schedule to this Agreement;

"Subsequent Fiscal Year" means a Fiscal Year following the Fiscal Year that begins on April 1, 2019;

"Term" means the period during which this agreement will remain in effect in accordance with 2.0 as recorded in Annex A;

"Termination Date" means the final day of the Term subject to any changes to the Term made by the Parties under this Agreement as recorded in Annex A;

"Tla'amin Final Agreement" means the Tla'amin Final Agreement among the Tla'amin Nation, Canada and British Columbia and the schedules and appendices to that agreement and includes any amendments from time to time; and

"Tla'amin Nation Indian" means a person who is registered or entitled to be registered as an Indian on the Indian Register maintained by Canada in relation to the Tla'amin Nation.

2.0 TERM AND SUBSEQUENT FISCAL FINANCING AGREEMENT

- 2.1 The term of this Agreement is 5 years, commencing on the FFA Effective Date and ending on the Termination Date unless extended by agreement or amendment in accordance with this Agreement.

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- 2.2 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:
- a. 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; or
 - b. If the Parties do not agree on an extension by the end of the 60 day period referred to in 2.2.a, the Parties will negotiate and attempt to reach agreement on a subsequent Fiscal Financing Agreement to take effect on the day after Termination Date in accordance with 9.32.
- 2.3 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 6 of Chapter 20 of the Tla'amin Nation Final Agreement.
- 2.4 Where Tla'amin Nation assumed responsibility for Implementation Activities under the Initial Tla'amin Nation Fiscal Financing Agreement, that continue beyond the Termination Date, Tla'amin Nation's responsibilities for those Implementation Activities will survive the expiration or termination of this Agreement and will continue in full force until and unless they are satisfied or by their nature expire .
- 3.0 TLA'AMIN NATION RESPONSIBILITIES**
- 3.1 The Tla'amin Nation is responsible for ensuring, either directly or indirectly, the provision of Federally Supported Programs and Services, and Provincially Supported Programs and Services in accordance with this Agreement.
- 3.2 Federally Supported Programs and Services and Provincially Supported Programs and Services provided by the Tla'amin Nation or any agent or contractor on behalf of the Tla'amin Nation will be delivered in accordance with Tla'amin Law, and any applicable Federal or Provincial Law.
- 3.3 If the Tla'amin 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 Tla'amin Nation will enter into an education service contract with that third

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party service provider and will maintain the third party education service contract in good standing for the term of the contract. The education service contract will require that the third party providing the education program or service meet the requirements of the provincial *School Act* or the *Independent School Act* as applicable.

- 3.4 If the Tla'amin Nation delivers public health programs, including immunization, communicable disease control, and environmental health (drinking water safety program) contemplated in Schedule A, the Tla'amin Nation will deliver those programs in accordance with public health standards generally applicable in British Columbia.
- 3.5 The Tla'amin Nation will develop, implement and maintain an emergency preparedness and response plan, update the plan annually, and provide a copy of the plan and all updates to British Columbia and Canada.
- 3.6 The Tla'amin Nation will maintain and replace Agreed Upon Assets in a manner consistent with applicable Federal and Provincial Law, standards, codes and guidelines, including building, and fire and safety codes.
- 3.7 The Tla'amin Nation may allocate and expend transfer payments received from Canada under this Agreement as the Tla'amin Nation, in its discretion, determines.
- 3.8 The Tla'amin Nation is entitled to retain any unexpended transfer payments received from Canada under this Agreement, and is responsible for any expenditure related to the delivery of Federally Supported Programs and Services in excess of those transfer payments provided under this Agreement.
- 3.9 The Tla'amin Nation is responsible for any expenditures related to the delivery of Provincially Supported Programs and Services in excess of the Provincial Funding.
- 3.10 The Tla'amin Nation will allocate and expend the Provincial Funding on the Provincially Supported Program and Service for which the Provincial Funding is provided to the Tla'amin Nation by British Columbia or the Vancouver Coastal Health Authority.
- 3.11 The Tla'amin Nation is entitled to retain any unexpended Provincial Funding, subject to the condition that in the next Fiscal Year Tla'amin Nation allocate and expend the retained amount on the Provincially Supported Program and Service for which the unexpended Provincial Funding was originally identified.

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4.0 FEDERAL FUNDING AND FISCAL CAPACITY

- 4.1 Subject to the terms of this Agreement, Canada will pay the Annual Formula Grant to Tla'amin Nation as follows:
- a. For each Fiscal Year, the Annual Formula Grant will be the total funding set out in Schedule B, Table 1, adjusted as provided for in that schedule; and
 - b. For each Fiscal Year of the Term of this Agreement Canada will make transfer payments on account of the Annual Formula Grant to the Tla'amin Nation in the following manner:
 - i. 25.3% within 10 business days of April 1; and
 - ii. 8.3% on the first business day of the beginning of each of the nine successive months commencing in May and ending in January of that Fiscal Year.
- 4.2 The Annual Fiscal Grant for the Fiscal Year commencing April 1, 2019 under this Agreement will be reduced by all amounts paid by Canada in respect of that Fiscal Year under the Initial Tla'amin Fiscal Financing Agreement prior to the signing of this Agreement and the payment installments for that Fiscal Year under 4.1 will be adjusted accordingly.
- 4.3 Canada and Tla'amin Nation acknowledge that this Agreement implements Annex C of Canada's Collaborative Self-Government Fiscal Policy as it read on the FFA Effective Date.
- 4.4 Canada and Tla'amin Nation acknowledge that during the Term of this Agreement:
- a. in calculating the Annual Formula Grant payable by Canada, no amount will be deducted in respect of Tla'amin Nation's own source revenue unless this Agreement is amended to incorporate a New Fiscal Capacity Methodology in accordance with 8.1 and Annex C of Canada's Collaborative Self-Government Fiscal Policy as it read on the FFA Effective Date; and
 - b. For greater certainty, Tla'amin Nation will continue to report on its fiscal capacity in accordance with the Own Source Revenue Agreement.

ADJUSTMENTS

- 4.5 At least 90 days prior to the commencement of a Fiscal Year Canada shall prepare and provide to the Tla'amin Nation, an Annual Fiscal Plan advising the Tla'amin Nation of the Annual Formula Grant for that Fiscal Year.
- 4.6 The Annual Fiscal Plan shall set out the data and calculations used to compute the Annual Formula Grant and shall identify the installment schedule and amounts for the upcoming Fiscal Year in accordance with this Agreement.
- 4.7 The form of the Annual Fiscal Plan shall be substantially as set out in Schedule B.
- 4.8 Within 60 days of receiving the Annual Fiscal Plan for a Fiscal Year, Tla'amin Nation will provide Canada written notice of any errors in the data or calculations used by Canada in determining the Annual Formula Grant in the Annual Fiscal Plan.
- 4.9 Where notice of an error is given under 4.8, 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.
- 4.10 Failing agreement under 4.9.b, either Party may refer the matter to the dispute resolution process in 9.4.
- 4.11 If the dispute is not resolved by February 15 prior to the start of the new Fiscal Year, Canada shall pay installments to the Tla'amin Nation in accordance with the original Annual Fiscal Plan prepared by Canada and any adjustment to the Annual Formula Grant resulting from the later resolution of the issue shall be implemented as agreed by the Parties.
- 4.12 Despite 4.8, if either Party, 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 Formula Grant for any Fiscal Year of this Agreement, they will advise the other Party of the error in writing as soon as possible. The process set out in 4.9 to 4.11 of this Agreement applies to the correction of errors under this, 4.12.

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- 4.13 Prior to March 31, 2021, Canada and Tla'amin Nation will meet and consider the impacts of location and accessibility of communities on Tla'amin Lands on the ability of Tla'amin Nation to meet its responsibilities under this Agreement and, where these impacts are agreed upon, the development of appropriate means to address those impacts.
- 4.14 The commitments under 4.13 will be met if the Collaborative Fiscal Policy Development Process undertakes the development of appropriate mechanisms to account for geographic circumstances of Indigenous Governments in Canada.

5.0 PROVINCIAL FUNDING

- 5.1 British Columbia will make transfer payments to the Tla'amin Nation in accordance with Schedule G.
- 5.2 British Columbia will transfer the annual funding amounts referred to in Schedule G within 10 working days of the signing of this Agreement and each subsequent Fiscal Year on April 1 for the duration of the Agreement.
- 5.3 Payments by British Columbia referred to in Schedule G for the Fiscal Year commencing April 1, 2019 will be reduced by all amounts paid by British Columbia in respect of that Fiscal Year prior to the signing of this Agreement.
- 5.4 British Columbia will provide direction to the Vancouver Coastal Health Authority, in accordance with Schedule G.

6.0 OTHER PROGRAM AND SERVICE ARRANGEMENTS

EMERGENCY PREPAREDNESS

- 6.1 The Tla'amin Nation will have the same access to emergency preparedness training as is made available by Canada or British Columbia to other First Nations in the province of British Columbia, in addition to any other emergency preparedness training under laws of general application.
- 6.2 Canada and British Columbia will assist the Tla'amin Nation in its preparation for emergencies on Tla'amin 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 In responding to emergencies other than wildfires, Canada will be responsible for costs associated with a response to emergencies on Tla'amin Lands coordinated by British Columbia, in a manner consistent with the federal or provincial assistance given to other First Nations in British Columbia, excluding:
- a. costs incurred by the Tla'amin Nation in relation to a response to an emergency which is not coordinated by British Columbia; or
 - b. costs recoverable from a third party.
- 6.4 Eligibility for disaster financial assistance under the provincial *Emergency Program Act* is not affected by this Agreement.

ADDITIONAL PROGRAMS AND SERVICES

- 6.5 The Tla'amin Nation may notify Canada and British Columbia that it wishes to negotiate the inclusion of additional programs and services to Agreed Upon Programs and Services which would otherwise be provided to residents of British Columbia or provided to Indians by British Columbia or Canada.
- 6.6 If the Tla'amin Nation provides notice to Canada and British Columbia under 6.5 at least two years prior to the expiry of this Agreement, the Parties will consider whether it is appropriate to include those programs and services in this Agreement or some other arrangement and may negotiate the addition of programs and services on the list of Agreed Upon Programs and Services.

7.0 SEPARATE LIABILITIES

- 7.1 The obligations of Canada and British Columbia under this Agreement are separate.
- 7.2 Notwithstanding any other provision of this Agreement, British Columbia is not subject to or bound by any obligation set out in Schedule A, B, C, D, E, or H.
- 7.3 Notwithstanding any other provision of this Agreement, Canada is not subject to or bound by any obligation in Schedule F, G or I.
- 7.4 Notwithstanding any other provision of this Agreement, the amount of any transfer payment by British Columbia to the Tla'amin Nation in any Fiscal

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Year under this Agreement is subject to the appropriation of funds by the Legislature of British Columbia.

- 7.5 The obligation of the Tla'amin Nation to provide Provincially Supported Programs and Services in accordance with F.1 through F.10, inclusive, of Schedule F is contingent on receipt of funding from British Columbia in accordance with 5.0 of this Agreement.
- 7.6 The obligation of the Tla'amin Nation to provide Provincially Supported Programs and Services in accordance with F.11 of Schedule F is contingent on receipt of funding from the Vancouver Coastal Health Authority in accordance with 5.0 of this Agreement.
- 7.7 If the amount of any transfer payment by British Columbia under this Agreement is reduced in accordance with 7.4 of this Agreement, British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement on any required amendments to this Agreement.
- 7.8 Notwithstanding any other provision of this Agreement, the amount of any transfer payment by Canada to the Tla'amin Nation in any Fiscal Year under this Agreement is subject to the appropriation of funds by the Parliament of Canada.
- 7.9 The obligation of the Tla'amin Nation to provide Federally Supported Programs and Services is contingent on receipt of funding from Canada in accordance with 4.0 of this Agreement.
- 7.10 If the amount of any transfer payment by Canada under this Agreement is reduced in accordance with 7.8 of this Agreement, Canada and the Tla'amin Nation will negotiate and attempt to reach agreement on any required amendments to this Agreement.

8.0 INTEGRATION OF NEW METHODOLOGIES BY AMENDMENT

- 8.1 Tla'amin Nation or Canada may initiate discussions on implementing a New Fiscal Methodology through an amendment to this Agreement.
- 8.2 When an amendment is proposed under 8.1 the Parties shall further consider an extension of the Term for an additional 5 years, or such period acceptable to all Parties.
- 8.3 British Columbia and Tla'amin Nation commit:
- a. to collaboratively developing provincial treaty fiscal policies in keeping with the Province of British Columbia's Draft Principles that Guide the Province of British Columbia's Relationship with

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Indigenous Peoples and the United Nations Declaration on the Rights of Indigenous Peoples; and

- b. to negotiate and attempt to reach agreement of new funding derived from these collaboratively developed provincial treaty fiscal policies into this Agreement.

8.4 Upon reaching agreement on new funding under collaboratively developed provincial treaty fiscal policies, as contemplated in 8.3, the Tla'amin Nation and British Columbia will amend this Agreement to incorporate that new funding and any additional provisions relating to Tla'amin Nation or British Columbia obligations in relation to the new funds.

9.0 GENERAL PROVISIONS

EXCEPTIONAL CIRCUMSTANCES

9.1 In any situation where exceptional circumstances arise which create financial pressures that would significantly impair the ability of Tla'amin Nation to meet its obligations set out in this Agreement, the Parties will, at the request of the Tla'amin Nation:

- a. meet as soon as possible to review the exceptional circumstances and the impact on the ability of the Tla'amin Nation to meet its obligations;
- b. review potential funding sources or other assistance available to the Tla'amin 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 Tla'amin Nation to meet its obligations.

9.2 For further clarification, 9.1 is intended to address circumstances which were not reasonably foreseeable at the time this Agreement was entered into and which have a significant impact on the Tla'amin Nation's performance of its obligations under this Agreement.

IMPLEMENTATION COMMITTEE

9.3 The Implementation Committee created pursuant to the Tla'amin Final Agreement will be the forum to discuss the implementation of this Agreement.

DISPUTE RESOLUTION

- 9.4 In the event of a dispute respecting the interpretation, application or implementation of this Agreement, including a breach or anticipated breach of this Agreement, the Parties agree to use the dispute resolution process set out in this Agreement.
- 9.5 The Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between the disputing Parties.
- 9.6 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.
- 9.7 For the purposes of disputes arising out of any provision of Schedule A, B, C, D or E, British Columbia is not a "Party directly engaged in the dispute".
- 9.8 For the purposes of disputes arising out of any provision of Schedule F, G or I, Canada is not a "Party directly engaged in the dispute".
- 9.9 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 and, for greater certainty, the dispute will be considered to be a Disagreement for the purposes of that Chapter.
- 9.10 The deliberations of the Implementation Committee in 9.6 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 14 to 18 of that Chapter.
- 9.11 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.
- 9.12 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.
- 9.13 Disputes arising under this Agreement may not be referred to and finally resolved by arbitration under the Dispute Resolution Chapter.

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ACCOUNTABILITY

- 9.14 The Tla'amin Nation will ensure that accountability and reporting procedures are in place for the delivery of Federally Supported Programs and Services and Provincially Supported Programs and Services under the system of financial administration required under the Tla'amin Constitution.
- 9.15 The Tla'amin Nation will undertake program reporting to Canada and British Columbia in accordance with the reporting requirements in Schedule A and the reporting procedures set out in Schedule D.
- 9.16 The Tla'amin Nation will undertake program reporting to British Columbia in accordance with Schedule F.
- 9.17 The Tla'amin Nation will undertake reporting to Canada on Gap Closing Funds in accordance with Schedule H.
- 9.18 All accounts and financial statements required to be prepared under this Agreement will be maintained and prepared in accordance with Generally Accepted Accounting Principles.
- 9.19 The Tla'amin Nation will, within 120 days following the end of each Fiscal Year, provide Canada and British Columbia with consolidated audited financial statements for the Fiscal Year for the Tla'amin Nation prepared to a comparable standard to that generally accepted for governments in Canada.
- 9.20 Consistent with the Governance Chapter which requires that the Tla'amin Constitution provide for a system of financial administration with standards comparable to those generally accepted for governments in Canada, the Tla'amin Nation will develop and maintain a management framework for the Fish Fund, which will be designed to ensure that funds are prudently managed to support the 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. The Tla'amin Nation will report annually to Tla'amin Citizens on the management of this fund.

INFORMATION EXCHANGE

- 9.21 The Parties will share at no cost to each other, in a timely manner, information reasonably required from time to time for purposes of implementation, monitoring, and renewal of this Agreement.

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- 9.22 At the written request of Canada or British Columbia, the Tla'amin Nation will provide copies of public reports prepared by the Tla'amin Nation, or its agent or contractor, in relation to Federally Supported Programs and Services or Provincially Supported Programs and Services.
- 9.23 If British Columbia seeks information from the Tla'amin Nation regarding the delivery of programs and services in this Agreement that has not been previously collected or reported, British Columbia and Tla'amin Nation will meet and discuss the information that British Columbia requests and the terms and conditions under which British Columbia would pay for the collection or reporting of such information.
- 9.24 Before making any substantive change to a social assistance program or service delivered by or for British Columbia, British Columbia will provide notice to the Tla'amin Nation regarding:
- a. the nature and purpose of the change, including a change to the type of assistance available, rates of assistance and conditions and criteria for eligibility; and
 - b. the anticipated date when any such change will take effect.
- 9.25 For the purposes of 9.23, "social assistance program or service" means any income, disability or hardship assistance, supplement or related program or service provided under the *Employment and Assistance Act* or the *Employment and Assistance for Persons with Disabilities Act* or any equivalent program or service provided under those Acts or any successor legislation.
- 9.26 Before making any substantive change to a program or service set out in A.6 a) or A.6 b) of Schedule A, delivered by or for the Tla'amin Nation, the Tla'amin Government will provide notice to British Columbia regarding:
- a. the nature and purpose of the change, including a change to the type of assistance available, rates of assistance and conditions and criteria for eligibility; and
 - b. the anticipated date when any such change will take effect.
- 9.27 If the Tla'amin 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 9.23, then British Columbia is deemed to satisfy its obligations under 9.23 once notification is provided by British Columbia to that representative body.

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- 9.28 If British Columbia establishes a process providing for collective discussion with First Nation Governments in British Columbia in relation to matters referred to in 9.23:
- a. the Tla'amin Government will be invited to participate in that process; and
 - b. the notice given as part of that process will be deemed to satisfy British Columbia's obligation for notification under 9.23.
- 9.29 Unless British Columbia agrees otherwise, the Tla'amin Nation will retain the information provided under 9.23 in strict confidence until such time as the new or amended policy or program information is publicly available.
- 9.30 Where there are individuals ordinarily resident on Tla'amin Lands who are not eligible for programs and services provided by the Tla'amin Nation, and as set out in this Agreement, the Tla'amin Nation will facilitate the coordination of programs and services to those people by the provincial authority by sharing relevant information as appropriate, provided the Tla'amin Nation has such information.
- 9.31 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 Law and 66 to 70 of the General Provisions Chapter.

SUBSEQUENT FISCAL FINANCING AGREEMENT

- 9.32 The Parties will negotiate and attempt to reach agreement on a subsequent Fiscal Financing Agreement in accordance with the provisions of the Fiscal Relations Chapter, with negotiations to start as provided for under 2.2.
- 9.33 During the negotiations on the subsequent Fiscal Financing Agreement, the Tla'amin Nation will notify Canada and British Columbia of any additional programs or services that it wishes to have included in a subsequent Fiscal Financing Agreement.

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9.34 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 FFA Effective Date.

DEFAULT AND REMEDIES

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

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

9.36 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.

9.37 A Party in an alleged default that receives a notice of default under 9.36 will, within 30 days of receipt of the notice, notify the other Parties, of one of the following:

- a. that it has remedied the default, including a description of the remedial action taken or being taken; or
- b. that it disagrees that a default has occurred, in which case the issue shall be referred to the dispute resolution provisions set out in 9.4 to 9.13.

9.38 A Party that gives notice of a default under 9.36 may at any time waive the default, in which case the default is waived for all Parties for all purposes.

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SCHEDULES

9.39 The following Schedules are attached to and form part of this Agreement, and for greater certainty are binding upon the Parties:

Schedule	Description
A	Federally Supported Programs and Services
B	Federally Supported Program and Services Funding
C	List of Agreed Upon Assets
D	Federally Supported Programs and Services Reporting Procedures
E	One Time Federal Funding
F	Provincially Supported Programs and Services
G	Provincially Supported Program and Service Funding Amounts
H	Gap Closing Funds
I	British Columbia's Treaty Transformation Commitment

AMENDMENT

9.40 Except as otherwise provided in 9.41 and 9.42, any amendment to this Agreement must be in writing and be executed by all Parties.

9.41 Any amendment to Schedules A, B, C, D and H must be in writing and be executed by Canada and the Tla'amin Nation.

9.42 Any amendment to Schedules F, G and I must be in writing and be executed by British Columbia and the Tla'amin Nation.

NO IMPLIED WAIVER

9.43 Any waiver of:

- a. a provision of this Agreement;
- b. the performance by a Party of an obligation under this Agreement;



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or

- c. a default by a Party of an obligation under this Agreement,

will be in writing and signed by the Party or Parties giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

FURTHER ASSURANCES

- 9.44 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

- 9.45 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 FFA Effective Date or the event that gives rise to the obligation;
- c. the word "or" is used in its inclusive sense, meaning A or B, or both A and B; and the word "and" is used in its joint sense, meaning A and B, but not either alone;
- d. headings and subheadings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- e. a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it;
- f. reference to an agreement that is included as a schedule to this Agreement includes every amendment to it and every agreement made in substitution for it or in replacement of it;
- g. unless it is otherwise clear from the context, a reference to a Schedule means a Schedule to this Agreement;

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- h. unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular; and
- i. unless otherwise specified, reference to "agreed to" or "agreement" means by written agreement;
- j. all accounting terms have the meanings assigned to them under Generally Accepted Accounting Principles.

NOT A TREATY OR LAND CLAIMS AGREEMENT

9.46 This Agreement:

- a. is not part of the Tla'amin Final Agreement; and
- b. is not a treaty or a land claims agreement, and does not recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

SEVERABILITY

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

DELEGATION AND ENUREMENT

- 9.48 Tla'amin 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.
- 9.49 Where the Tla'amin Nation has delegated any or all of its obligations pursuant to 9.48, the Tla'amin Nation will remain responsible to the Parties to this Agreement for the performance of all of its obligations under this Agreement, unless otherwise agreed to in writing with the other Parties.
- 9.50 Regardless of any delegation under 9.48, this Agreement is binding upon the Parties and their respective permitted assigns.
- 9.51 This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

NO ASSIGNMENT

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9.52 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

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

NOTICES

9.54 Unless otherwise provided, a Communication must be in writing and may be given or made in one or more of the following ways:

- a. delivered personally or by courier;
- b. transmitted by facsimile transmission; or
- c. mailed by prepaid registered post in Canada.

9.55 A Communication will be considered to have been given or made, and received:

- a. if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
- b. if sent by facsimile transmission and if the sender receives confirmation of the transmission, at the start of business on the next business day on which it was transmitted; or
- c. if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee.

9.56 Communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below:

For: **Canada**
Attention: Senior Negotiator, Treaty Management BC
Crown-Indigenous Relations and Northern Affairs Canada
600-1138 Melville Street
Vancouver, British Columbia V6E 4S3
Fax: (604) 775-5262

TLA'AMIN FISCAL FINANCING AGREEMENT

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

For: Tla'amin Nation
Attention: Hegus
4779 Klahanie Road,
Powell River, British Columbia V8A 0C4
Fax: (604) 483-9769


- 9.57 A Party may change its address or facsimile number by giving a notice of the change to the other Parties in the manner set out above.
- 9.58 This Agreement may be executed in counterparts and by facsimile or e-mail. Each signature shall be deemed to be an original signature and all executed documents together shall constitute one and the same document.
- 9.59 The Parties may, by written agreement, abridge or extend any time limit set out in this Agreement.

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

EXECUTED in the presence of:


HER MAJESTY THE QUEEN IN
RIGHT OF CANADA as
represented by the Minister of
Crown-Indigenous Relations or
duly authorized signatory



As to the Minister or authorized signatory
for the Minister of Crown-Indigenous Relations)


Per: duly authorized signatory

EXECUTED in the presence of:

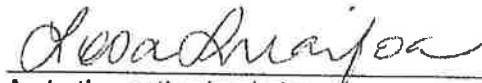
HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA as represented
by the Minister of Indigenous
Relations and Reconciliation or duly
authorized signatory

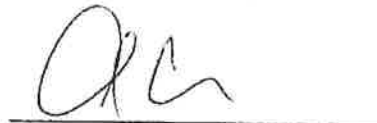

As to the Minister or authorized signatory
for the Minister of Aboriginal Relations
and Reconciliation


Per: duly authorized signatory

EXECUTED in the presence of:

TLA'AMIN NATION as represented by
the Tla'amin Government or duly
authorized signatory


As to the authorized signatory for the
Tla'amin Nation


Per: duly authorized signatory

TLA'AMIN FISCAL FINANCING AGREEMENT

ANNEX A : TERM AND TERMINATION DATE

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

TLA'AMIN FISCAL FINANCING AGREEMENT

**SCHEDULE A
FEDERALLY SUPPORTED PROGRAMS AND SERVICES**

HEALTH

- A.1 The Tla'amin Nation will ensure the provision of the following Federally Supported Programs and Services to Indians ordinarily resident on Tla'amin Lands:
- a. community health promotion and prevention programs, and First Nation Inuit home and community care program;
 - b. environmental health (drinking water safety program);
 - c. immunization; and
 - d. communicable disease control programs.

HEALTH TERMS AND CONDITIONS

- A.2 In the delivery of Federally Supported Programs and Services listed in A.1 the following conditions apply:
- a. programs and services will be delivered in accordance with a community health plan;
 - b. the principles of the *Canada Health Act* will be upheld; and
 - c. public health programs, including immunization, communicable disease control, and environmental health (drinking water safety program), will be delivered in accordance with public health standards generally applicable in British Columbia.

HEALTH REPORTING

- A.3 The following health status and service delivery information must be collected on an annual basis and made available, upon request, to Canada and British Columbia:
- a. immunization status;
 - b. incidence of communicable diseases;
 - c. environmental health (drinking water safety program); and

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- d. First Nation Inuit home and community care program essential service elements (in-home care, home care nursing).
- A.4 The Tla'amin Nation will include, as part of the annual public report, a section on health in accordance with A.1 comprising a summary of programs and services delivered, including data on services, operations and results.
- A.5 Every 5 years, the Tla'amin Nation will provide Canada with a copy of the health services evaluation report prepared in accordance with the health plan.

SOCIAL DEVELOPMENT

- A.6 The Tla'amin Nation will ensure the provision of the following Federally Supported Programs and Services:
- a. for Indians and Indian Families ordinarily resident on Tla'amin Lands, income assistance and services, including basic needs, shelter, children out of parental home, and special needs;
 - b. non-insured health benefits for non-Indian members of Indian Families ordinarily resident on Tla'amin Lands receiving income assistance in A.6.a; and
 - c. for Indians and Indian Families ordinarily resident on Tla'amin Lands, local community programs, including adult in-home care, family violence, and the national child benefit reinvestment programs.

SOCIAL DEVELOPMENT TERMS AND CONDITIONS

- A.7 In the delivery of the Federally Supported Programs and Services, referred to in A.6, the Tla'amin Nation will ensure that:
- a. there is equality of access to programs and services for Indians and Indian Families ordinarily resident on Tla'amin Lands;
 - b. objective needs or income tests are conducted for applicants for the programs or services;
 - c. a formally defined benefits schedule specifying types of assistance available, the rates of assistance and conditions and criteria for eligibility, is publicly available;

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- d. there is an impartial process for the appeal of an administrative decision not to provide, to discontinue, or to reduce assistance to a person;
- e. an administrative system that ensures confidentiality of applicant information; and
- f. the National Child Benefit Program savings will be invested in accordance with the program.

SOCIAL DEVELOPMENT REPORTING

- A.8 The Tla'amin Nation will ensure that the following information is collected, or provided to it by an agent or contractor delivering the social development program or service, and that this social development program or service information is provided to Canada and British Columbia in accordance with the reporting procedures set out in Schedule D:
- a. income assistance of persons to whom that assistance is provided under A.6.a and A.6.b by category of assistance as per social development reporting procedures D.1, D.2 and D.3; and
 - b. national child benefit reinvestment program as per social development reporting procedure D.4.

EDUCATION

- A.9 The Tla'amin Nation will ensure the provision of the following Federally Supported Programs and Services:
- a. in respect of Eligible Students, instructional services for Eligible Students attending Kindergarten (K4) to Grade 12;
 - b. instructional support services including:
 - i. ancillary services for Eligible Students attending Kindergarten (K4) to Grade 12;
 - ii. student allowances;
 - iii. guidance and counseling; and
 - iv. comprehensive instructional support services;
 - c. transportation for Eligible Students; and

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- d. in respect of Tla'amin Nation Indians, wherever they reside in Canada, financial support to attend accredited post secondary education or training institutions.

EDUCATION TERMS AND CONDITIONS

- A.10 In the delivery of financial support to Tla'amin Nation Indians to attend accredited post secondary education or training institutions referred to in A.9.d the Tla'amin Nation will ensure that:
- a. a formally defined schedule of types and amounts of assistance and criteria for eligibility, is publicly available; and
 - b. there is an impartial process for the appeal of an administrative decision not to provide, to discontinue, or to reduce services or benefits to a person.

EDUCATION REPORTING

- A.11 The Tla'amin Nation will ensure that information is collected, or provided to it by an agent or contractor delivering the education program or service, and that this education program or service information is provided to Canada and British Columbia in accordance with reporting procedures D.5 and D.6 set out in Schedule D.

FISHERIES

- A.12 The Tla'amin Nation will ensure the provision of biological samples, catch data and other information related to Fish and Aquatic Plants harvested under the Tla'amin Fishing Right as may be required by a Tla'amin Harvest Document or Federal or Provincial Law.

FISHERIES TERMS AND CONDITIONS

- A.13 The design of fisheries catch monitoring and reporting programs will be described in the Fisheries Operational Guidelines.

FISHERIES REPORTING

- A.14 Fisheries catch monitoring reporting will be in accordance with the Tla'amin Harvest Document and Fisheries Operational Guidelines. The Tla'amin Harvest Document will outline the reporting frequency required. Information in this report may include but is not limited to:

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- a. names of fishers participating in the fishery;
- b. fishing location;
- c. type and number of units of gear used;
- d. number of hours/days fished; and
- e. number and species of Fish and Aquatic Plants retained and released.

A.15 Where an agent or contractor of the Tla'amin Nation collects biological samples, catch data or other information related to Fish and Aquatic Plants harvested under the Tla'amin Fishing Right, the Tla'amin Nation will ensure that the samples and reports are provided to the Department of Fisheries and Oceans Canada in a timely manner.

GOVERNANCE AND TREATY MANAGEMENT

- A.16 The Tla'amin Nation will ensure the provision of the following agreed-upon functions of its government:
- a. executive and legislative functions, administration, management and operation of Tla'amin Government, including:
 - i. maintenance of a public registry of the Tla'amin Constitution and Tla'amin Law, and other record keeping;
 - ii. conduct of elections and referenda;
 - iii. establishment of a procedure for enrolling persons under the Tla'amin Final Agreement in accordance with the Eligibility and Enrolment Chapter and maintenance of a public enrolment register;
 - iv. raising of revenue;
 - v. participation in Implementation Committee;
 - vi. financial management; and
 - vii. program and financial accountability in accordance with the Tla'amin Constitution;
 - b. economic development services;

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- c. training;
- d. financial and treaty management oversight;
- e. insurance (property, liability, crime, directors and officers);
- f. human resource management;
- g. planning, including:
 - i. strategic planning;
 - ii. comprehensive community planning; and
 - iii. environmental management plan;
- h. all activities related to land and environmental management in respect of former reserves;
- i. all activities as they relate to migratory birds management; and
- j. all activities related to fisheries management, including collaboration with Fisheries and Oceans Canada on salmon stock assessments, with the exception of those activities set out in E.3 of Schedule E.

A.17 The Tla'amin Nation will ensure the provision of the following governance and treaty management services:

- a. where applicable, issuance of permits and licenses for activities over which the Tla'amin Government has jurisdiction and authority in accordance with the Tla'amin Final Agreement;
- b. fire protection;
- c. appointment of officers for the enforcement of Tla'amin Law in areas such as zoning, land use, traffic and transportation; and
- d. implementation, and annual updating of an emergency preparedness and response plan.

GOVERNANCE AND TREATY MANAGEMENT REPORTING

- A.18 The Tla'amin Nation will provide to Canada information on governance and treaty management activities and services where required by a statistical agency, in accordance with Federal Law.

PHYSICAL WORKS PROGRAMS AND SERVICES

- A.19 The Tla'amin Nation will be responsible for the operation, maintenance, including education minor fit up, major maintenance and replacement of the Agreed Upon Assets. At the request of Tla'amin Nation, the Implementation Committee will discuss whether a proposed project would constitute a replacement of an Agreed Upon Asset.

PHYSICAL WORKS TERMS AND CONDITIONS

- A.20 The Tla'amin Nation will maintain and replace the Agreed Upon Assets in a manner consistent with applicable Federal and Provincial Law, standards, codes and guidelines, including building, and fire and safety codes.
- A.21 The Tla'amin Nation will transfer the physical works major maintenance and replacement funding set out in Table 1 of Schedule B, and adjusted in accordance with that Schedule, into a Tla'amin Nation Physical Works Fund for the major maintenance and replacement of Agreed Upon Assets.

OTHER PHYSICAL WORKS ARRANGEMENTS

- A.22 Nothing in this Agreement prevents the Tla'amin Nation from applying for federal program funding for new physical works construction, new housing and renovations and education assets and facilities. In order to qualify for funding, the Tla'amin Nation must meet the program criteria as may be amended from time to time. Funding is subject to the availability of funds.

INFRASTRUCTURE, HOUSING AND SOCIAL WELL-BEING PROGRAMMING

- A.23 Tla'amin Nation will develop and provide programs and services, or augment existing programs and services designed to address housing and infrastructure needs on Tla'amin Nation lands and to address social well-being outcomes for Tla'amin Nation Citizens.

**SCHEDULE B
FEDERAL FUNDING AMOUNTS AND ADJUSTMENT FACTORS**

B.1 In this Schedule

“Price Adjustment” in respect of a Fiscal Year means the ratio of the last published amount for FDDIPI for the third quarter of the preceding Fiscal Year, divided by the last published amount for FDDIPI for third quarter of the Fiscal Year before the preceding Fiscal Year.

“Volume Adjustment” means:

(a) the ratio of the number of citizens on the Tla'amin Nation Citizenship Register on December 31 of the preceding Fiscal Year, divided by the number of citizens on the Tla'amin Nation citizenship roll on December 31 of the Fiscal Year before the preceding Fiscal Year;

(b) for Fiscal Years starting April 1, 2020, and prior to April 1, 2022, the ratio Volume Adjustment will be calculated using the number of members of Tla'amin Nation on the Indian Registry on the same dates.

B.2 Table 1 sets out:

- a. the amount of funding for the base year (01 April 2009 to 31 March 2010),
- b. the block funding amount for the Fiscal Year 2018-2019 as calculated according to the Initial Tla'amin Nation Fiscal Financing Agreement,
- c. the Price Adjustment used to develop the Annual Formula Grant for the Fiscal Year beginning on the FFA Effective Date,
- d. the Volume Adjustment used to develop the Annual Formula Grant for the Fiscal Year beginning on the FFA Effective Date, and
- e. the Annual Formula Grant for the Fiscal Year beginning on the FFA Effective Date.

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Table 1

Funding Amounts

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Description of Funding	Base Year (2010/11) Amount	2018/19 Block Funding	Price Adjustment (Year 1)	Volume Adjustment (Year 1)	Price and Volume Adjustment (Year 1)	2019/20 Annual Formula Grant
<i>Social Development</i>	\$1,717,035	\$2,021,750	2.12%	2.00%	4.16%	\$2,105,855
<i>Operations and Management of Assets</i>	\$338,492	\$398,563	2.12%			\$407,013
<i>Education</i>	\$2,253,756	\$2,653,721	2.12%	2.00%	4.16%	\$2,764,116
<i>Economic Development</i>	\$47,194	\$55,569	2.12%			\$56,747
<i>Land and Resource Management</i>	\$148,979	\$688,439	2.12%			\$703,034
<i>Health</i>	\$1,257,298	\$1,480,426	2.12%	2.00%	4.16%	\$1,542,012
<i>Fisheries</i>	\$82,270	\$97,382	2.12%			\$99,446
<i>Governance</i>	\$536,908	\$1,193,879	2.12%			\$4,120,640
<i>Implementation (Treaty Management)</i>	\$708,486	\$624,147	2.12%			\$637,379
<i>Physical Works</i>	\$471,569	\$555,256	2.12%			\$567,027
Total Funding	\$7,561,987	\$9,769,132				\$13,003,269

B.3 Calculation of Annual Funding Grant for Subsequent Fiscal Years

For a Subsequent Fiscal Year, the Annual Formula Grant Amount will be the sum of:

- a. The Annual Formula Grant Amounts for the preceding Fiscal Year in respect of Social Development, Education and Health Canada multiplied by the Price Adjustment and the Volume Adjustment; and
- b. The Annual Formula Grant Amounts for the preceding Fiscal Year in respect of amounts not referred to in paragraph a, multiplied by the Price Adjustment.

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**SCHEDULE C
LIST OF AGREED UPON ASSETS**

Table 1: List of Agreed Upon Assets

COMMUNITY ASSETS					
#	Asset code	Asset No.	Asset Extension No.	Asset Name (Description)	Year Built
1	A1A	0010	01	Band Office	1996
2	A3B	0150	01	Workshop, then Pre-school, now Band Office	1989
3	A3A	0200	01	K4 K5 School	1997
4	A3H	0030	01	Fire hall	1977
5	A2A	0160	01	Workshop	1986
6	A5B	0170	01	Sewage Treatment Building	1984
7	A5A	0090	02	Water Treatment Building	1999
8	A6C	0040	01	Gymnasium	1974
9				Community Health Building	2005
10	B1B	4010	01	Water mains	1984
11	B1B	4010	02	Water mains	1985
12	B1B	4010	03	Water mains	1999
13	B1B	4010	04	Water mains	1999
14	B1C	4050	01	Water Treatment System	1999
15	B1E	4020	01	Water Storage	1984
16	B1E	4020	02	Water Storage	1984
17	B1E	4020	03	Water Storage	1998
18	B1J	4040	02	Gravity Intake	1977
19	B2A	4310	01	Sanitary Main	1984
20	B2C	4330	01	Sewage Treatment Plant RBC	1984
21	B2Z			Community Septic Tanks	1984
22	B2H	4320	01	Sanitary lift station	1984
23	B2J	4340	01	Forcemain	1984
24	B2K	4340	02	Marine Outfall	1980
25	B2Z			Sludge Disposal Field	-
26	D1A	6030	01	Earth Road (to sludge disposal)	1984
27	D1A	6030	02	Earth Road (to Tla'amin Nation Lake 1.6km off reserve)	1977
28	D1B	6010	01	Gravel Road (to Water Treatment Plant)	1999

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29	D1D	6020	01	Paved Road (Salish Dr, River Rd)	1995
30	D1D	6020	02	Paved Road (Beach Rd, Homalco Rd, Eagle Dr. South)	1995
31	D1D	6020	03	Paved Road (Eagle Dr. North)	1995
32	D1D	6040	02	Paved Road (Waterfront Rd west to Klahanie)	1995
33	D1D	6050	01	Paved Road (Harwood Rd)	1995
34	D2A	8010	01	Vehicular Bridge	1990
35	E2B	9020	01	Unmodified Vehicle - Solid Waste (Pickup Truck)	1997
36	E1B	9010	01	Fire Truck	1985
37	0	0	0	Health Centre	2005



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

Procedure D.1

Social Development Reporting for Fiscal 20XX

Reference: A.6.a - individuals to whom income assistance is provided under A.6.a, by category of assistance.

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

*Indians and Indian Families ordinarily resident on its Tla'amin Lands.

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

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

Procedure D.2

Social Development Reporting for Fiscal 20XX

Reference: A.6.a - individuals to whom income assistance is provided under A.6.a by category of assistance

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

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

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

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

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

10

Procedure D.3

Social Development Reporting for Fiscal 20XX

Reference: A.6.b - individuals to whom non-insured health benefits are provided under A.6.b.

	TOTAL
Case Months *	
Case Load *	

* non-insured health benefits for non-Indian members of Indian Families ordinarily resident on Tla'amin 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 individuals who are members of Indian Families: April - 3 cases; May - 5 cases; June - 4 cases; July - 4 cases; August - 4 cases; September - 5 cases; October - 5 cases; November - 5 cases; December - 5 cases; January - 4 cases; February - 4 cases; March - 4 cases. Case Months = $3 + 5 + 4 + 4 + 4 + 5 + 5 + 5 + 5 + 4 + 4 + 4 = 52$.

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

Procedure D.4

Social Development Reporting for Fiscal 20XX

Reference: A.6.c - National Child Benefit Reinvestment Program

Amount of reinvestment fund: \$ _____

Type of Project *	
Objectives	
Expected Results	
Accomplishments	

* e.g. child care, child nutrition, support for parents, home work transition, cultural enrichment (one form for each project)



Procedure D.5

Education Reporting for Fiscal 20XX

A.11 - enrolment and number of graduates who are Eligible Students receiving Federally Supported Programs and Services under A.11.a, by student by type of educational institution.

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

* Eligible Students ordinarily resident on Tla'amin Lands.

Procedure D.6

Education Reporting for Fiscal 20XX

A.11 - enrolment and number of graduates receiving Federally Supported Programs and Services under A.9.d, by student by type of educational institution.

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

* Tla'amin Nation Indians wherever they reside in Canada

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NOTES:

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

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

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

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

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

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

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**SCHEDULE E
ONE TIME FEDERAL FUNDING**

E.1 The Parties acknowledge that the one time federal funding provided by Canada for language and culture, one time activities, and the Fish Fund as set out in Table 2 of Schedule B of the Initial Tla'amin Nation Fiscal Financing Agreement will not be renegotiated or renewed in this Agreement or any subsequent Fiscal Financing Agreement.

Fish Fund

E.2 Canada provided one time funding of \$1,111,753 under the Initial Tla'Amin Nation Fiscal Financing Agreement , to the Tla'amin Nation to establish a Fish Fund to support the funding of ongoing activities identified in paragraph E.3 of this Schedule.

E.3 The Tla'amin Nation remains responsible for all their ongoing activities and associated costs for:

- a. Stewardship Activities as described in paragraphs 137 and 138 of the Fisheries Chapter; and
- b. designation and documentation of individuals and vessels that may harvest under the Tla'amin Fishing Right.



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**SCHEDULE F
PROVINCIALY SUPPORTED PROGRAMS AND SERVICES**

COMMUNITY DEVELOPMENT OFFICER

F.1. The Tla'amin Nation will ensure the provision of a community development officer.

COMMUNITY DEVELOPMENT OFFICER TERMS AND CONDITIONS

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

COMMUNITY DEVELOPMENT OFFICER REPORTING

- F.3. The Tla'amin Nation will identify to British Columbia the name of the successful applicant for the position of community development officer.
- F.4. Within 90 days after the end of each Fiscal Year, the Tla'amin Nation will provide British Columbia with a report that includes the following:
- a. identification of the successful applicant occupying the position of

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- community development officer;
- b. a summary of activities and outcomes; and
- c. a summary of program expenditures.

CHILD AND FAMILY SERVICES

- F.5 Prior to the FFA Effective Date British Columbia and Tla'amin Nation may complete an annual delivery plan which will set out the provision of the Services described in F.6 by Tla'amin Nation, including any obligations and responsibilities to deliver those Services, which plan may be appended to this agreement as Schedule I.
- F.6 "Services" means the following programs:
- a. Early Childhood Development Services (ECD) – General - Building Blocks;
 - b. Aboriginal Supported Childhood Development Program (SCD) - Capacity Building;
 - c. Children and Youth with Special Needs Program (CYSN): Fetal Alcohol Spectrum Disorders (FASD) and other Complex Developmental Behavioural Conditions (CDBC) – Key Worker and Parent to Parent Support;
 - d. Family Support Services (FSS);
 - e. Family Preservation and Reunification Services (FPR);
 - f. Child and Youth Mental Health Services (CYMH): Aboriginal Wellness Liaison;
 - g. Community Youth Justice Services (YJ): Aboriginal Justice Worker; and
 - h. any other services as agreed to in writing by British Columbia and the Tla'amin Nation.
- F.7 The Tla'amin Nation will ensure the provision of the Services in accordance with the annual delivery plan, if one is in effect.
- F.8 Tla'amin Nation acknowledges that it is subject to the *Freedom of Information and Privacy Protection Act* provisions that regulate service providers contracting with British Columbia.

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- F.9 When providing services to children, the Tla'amin Nation will provide them in accordance with the rights of children in care found at section 70 in the *Child, Family and Community Service Act*.

CHILD AND FAMILY SERVICES REPORTING

- F.10 The Tla'amin Nation will provide to British Columbia reports in the form, content and frequency provided in the annual delivery plan, if one is in effect, relating to the Services.

HEALTH SERVICES

- F.11 The Tla'amin Nation will ensure the provision of health and wellness programs.

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**SCHEDULE G
PROVINCIALY SUPPORTED PROGRAM AND
SERVICE FUNDING AMOUNTS**

COMMUNITY DEVELOPMENT FUNDING AMOUNT

- G.1 Subject to G.2 and G.3, British Columbia will pay to the Tla'amin Nation \$125,000 in each Fiscal Year this Agreement is in effect, for the activity identified in F.1.
- G.2 If the Effective Date does not fall on April 1, and the Parties have not made any other transitional funding arrangements, the Effective Year funding amount will be equal to \$125,000 multiplied by the number of days in the Effective Year on the Effective Date and divided by 365.
- G.3 In subsequent Fiscal Years the amount British Columbia will pay to the Tla'amin Nation under G.1 will be multiplied by $FDDIPI_{FY}$ divided by $FDDIPI_{FY_LQ}$.

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

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

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

CHILD AND FAMILY SERVICES FUNDING

- G.4 Subject to G.5, British Columbia will, in each Fiscal Year an annual delivery plan is in effect pay to the Tla'amin Nation \$245,656.00 for the activities identified in F.7.
- G.5 If the Effective Date does not fall on April 1, and British Columbia and the Tla'amin Nation have not made any other transitional funding arrangement, the funding amount for the Effective Year will be equal to the greater of zero or the amount referred to in G.4 less the amount advanced prior to the Effective Date by British Columbia to Tla'amin Nation or the Tla'amin Community Health Board Society relating to the provision of Services for the Effective Year.

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HEALTH DIRECTIVE

- G.6 Subject to G.7, in each Fiscal Year, British Columbia will direct the Vancouver Coastal Health Authority to pay to the Tla'amin Nation \$75,000 for the activities identified in F.11.
- G.7 If the Effective Date does not fall on April 1, and British Columbia and Tla'amin Nation have not made any other transitional funding arrangement, the amount for the Effective Year in the directive from British Columbia to the Vancouver Coastal Health Authority will be equal to the greater of zero or the amount referred to in G.6 less the amount advanced prior to the Effective Date by the Vancouver Coastal Health Authority to the Tla'amin Nation relating to the provision of health and wellness programs for the Effective Year.

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**SCHEDULE H
GAP CLOSING FUNDS**

- H.1 In this Schedule, "Gap Closing Funds" means Tla'amin 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 Tla'amin Nation will receive its Gap Closing Funds.
- H.3 For clarity, receipt of the Gap Closing Funds does not in and of itself make Tla'amin 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 Tla'amin 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 Tla'amin Nation the following from Gap Closing Funds:
- a. \$275,000 by way of grant towards Data and Assessment Funding;
 - b. \$2,909,590 by way of grant towards Gaps Funding, on the condition that Tla'amin Nation has submitted a Gap Closing Plan to Canada that complies with the criteria set out in clause H.8, before March 31, 2020.
- H.6 In respect of the 2020/21 Fiscal Year, Canada will pay to Tla'amin Nation \$1,344,418 by way of grant towards Gaps Funding, on the condition that Tla'amin Nation has submitted a Gap Closing Plan to Canada that complies with the criteria set out in clause H.8, before March 31, 2021.

TLA'AMIN NATION'S RESPONSIBILITIES

- H.7 Tla'amin 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.

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- H.8 A Gap Closing Plan is a document to address a deficit or need in infrastructure on Tla'amin Nation Lands, housing on Tla'amin Nation Lands, or in the social well-being of Tla'amin Nation Citizens, 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. a methodology to measure, track and report on progress towards closing the gap; and
 - e. confirmation that Tla'amin Nation has existing or planned capacity to undertake the gap closing program or initiative.
- H.9 Tla'amin Nation will monitor programs or initiatives supported by Gap Closing Funds on an annual basis, and provide reports for internal accountability and information sharing with Canada.
- H.10 If a global report on the outcomes of programs or initiatives funded by the \$189.2 million of federal funds promised to self-governing Indigenous governments in the federal Budget 2018 is prepared by self-governing Indigenous governments, Tla'amin Nation will participate in the development of such a report.

SCHEDULE I

BRITISH COLUMBIA'S TREATY TRANSFORMATION COMMITMENT

- 1.1 British Columbia will develop a new provincial policy in respect of its fiscal relationship with the Tla'amin Nation and other modern treaty holders. The new provincial fiscal policy will be developed collaboratively by British Columbia, the Tla'amin 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 Tla'amin 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.
- 1.2 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.