

TOQUAHT NATION FISCAL FINANCING AGREEMENT

AMENDMENT AGREEMENT #6

THIS AMENDMENT is dated as of the Effective Date.

AMONG:

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister
of Crown-Indigenous Relations

(“Canada”)

AND:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA**, as represented by the Minister of Indigenous Relations and Reconciliation

(“British Columbia”)

AND:

TOQUAHT NATION, as represented by the Toquaht Nation Government

(“Toquaht Nation”)

WHEREAS:

- A. The Fiscal Relations Chapter of the Maa-nulth First Nations Final Agreement provides that the Parties will negotiate and attempt to reach agreement on a Fiscal Financing Agreement in accordance with the provisions of that Chapter;
- B. The Parties wish to amend the 2019 FFA to extend its Term by a period of 10 years;
- C. In Canada’s Budget 2023, Canada announced one-time funding of \$4 billion over seven years, starting in 2024/2025, to implement an Urban, Rural, and Northern Indigenous Housing Strategy (the **“Urban, Rural, and Northern Indigenous Housing Strategy Investment”**);
- D. In Canada’s Budget 2023, Canada announced one-time funding of \$2 billion over ten years to support Indigenous health priorities to be distributed through a new Indigenous Health Equity Fund on a distinctions basis (the **“Indigenous Health Equity Fund Investment”**);
- E. Canada wishes to provide Toquaht Nation with:

- a. additional funding to Toquaht Nation each Fiscal Year starting in 2024/2025 to support the operation and maintenance of water and wastewater systems;
 - b. Toquaht Nation's share of the Urban, Rural, and Northern Indigenous Housing Strategy Investment from Budget 2023;
 - c. Toquaht Nation's share of the Indigenous Health Equity Fund Investment from Budget 2023;
- F. British Columbia is collaboratively developing a new provincial policy in respect of its fiscal relationship with the Toquaht Nation and other modern treaty holders, pursuant to paragraphs 10.10 and 10.11 of the 2019 FFA;
- G. Toquaht Nation and British Columbia wish to amend Schedule E of the 2019 FFA to incorporate the core portion of British Columbia's lands and resource management funding over three Fiscal Years, starting in 2024/2025, to replace the provincial funding provided for a Community Development Officer;
- H. Toquaht Nation and British Columbia wish to amend Schedule F of the 2019 FFA to include commitments related to the development of an evaluation framework guiding future negotiations between British Columbia, Toquaht Nation, and other modern treaty holders for the incremental portion of British Columbia's lands and resource management funding policy.

NOW THEREFORE, the Parties agree as follows:

DEFINITIONS

- 1. Except as otherwise defined herein, capitalized terms used in this Amendment have the meanings ascribed to those terms in the 2019 FFA or the Maa-nulth First Nations Final Agreement.
- 2. In this Amendment, terms defined in the Preamble will have the meanings ascribed to them therein and the following terms will have the following meanings:

"2019 FFA" means the Toquaht Nation 2019 Fiscal Financing Agreement effective as of April 1, 2019 and amended by amending agreements effective March 15, 2020, March 31, 2021, April 1, 2021, April 1, 2022, and April 1, 2023;

"Amendment" means this Amendment Agreement #6; and

"Effective Date" means April 1, 2024.

AMENDMENTS

3. Paragraph 1.2 of the 2019 FFA is amended by deleting the definition of “Termination Date” in its entirety, and replacing it with the following:

“**Termination Date**” means March 31, 2034, subject to any changes to the Term made by the Parties under this Agreement as recorded in Annex 1;”
4. The 2019 FFA is amended by including the following definitions, in alphabetical order, in paragraph 1.2:
 - a. immediately after the definition of “Initial FFA Implementation Activities”:

“**Lands and Resource Management Core Funding**” means provincial funding provided to Toquaht Nation to support the expenditure need for activities and operations respecting the effective stewardship and administration of lands and resources as set out in paragraph E.1 of Schedule E in accordance with Schedules E and F;”

“**Lands and Resource Management Incremental Funding**” means additional provincial funding beyond the Lands and Resource Management Core Funding provided to Toquaht Nation subject to paragraph F.10 of Schedule F and subject to negotiations between British Columbia, Toquaht Nation and other modern Treaty holders;”
 - b. immediately after the definition of “Maa-nulth First Nation Final Agreement”:

“**Major Project**” means any reviewable project that is subject to an Environmental Assessment in accordance with the British Columbia *Environmental Assessment Act*.”
5. The 2019 FFA is amended by deleting paragraph 2.1 in its entirety and replacing it with the following:

“2.1 The Term of this Agreement is fifteen years commencing on the FFA Effective Date and ending on the Termination Date unless extended by agreement or amendment in accordance with this Agreement.”
6. The 2019 FFA is amended by deleting paragraph 5.2 in its entirety and replacing it with the following:

“5.2. British Columbia will pay Toquaht Nation:

- a. Subject to F.7 of Schedule F, the amount set out in paragraph F.1 for the 2024/2025 Fiscal Year as soon as practicable; and
- b. Subject to F.2 of Schedule F, the amount set out in paragraph F.1, for 2025/2026 and 2026/2027 Fiscal Years, within 30 business days after receiving the written notice from Toquaht Nation as described in paragraph F.4 of Schedule F.”

7. The 2019 FFA is amended by deleting paragraph 5.3 in its entirety and replacing it with the following:

“5.3 As set out in F.7 of Schedule F, the annual funding amount referred to in paragraph F.1 of Schedule F for the 2024/2025 Fiscal Year will be reduced by all amounts provided by British Columbia for the 2024/2025 Fiscal Year for Community Development Officer funding.”

8. The 2019 FFA is amended by deleting Annex 1 in its entirety and replacing it with the following:

“ANNEX 1: TERM AND TERMINATION DATE

TERM	TERMINATION DATE	ANNEX REVISION DATE
April 1, 2019-March 31, 2024	March 31, 2024	April 1, 2019
April 1, 2019-March 31, 2034	March 31, 2034	April 1, 2024

9. Schedule B of the 2019 FFA is amended by deleting Table B.4 in its entirety and replacing it with the following:

“Table B.4: Emergency Operations Centre & Water and Wastewater Operations and Maintenance

	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026 & ongoing
Total Emergency Operations Centre Funding	\$290,399	N/A	N/A	N/A	N/A	N/A
Total Water and Wastewater	\$80,164	\$84,764	\$88,036	\$91,394	\$92,419	\$93,444

Operations and Maintenance Funding						
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”

10. Schedule E of the 2019 FFA is amended by deleting paragraphs E.1 through E.4 in their entirety and replacing them with the provisions in Appendix 1 Schedule E.
11. Schedule F of the 2019 FFA is amended by deleting paragraphs F.1 through F.2 in their entirety and replacing them with the provisions in Appendix 1 Schedule F.
12. Schedule G of the 2019 FFA is amended by changing the name of the Schedule from “Gap Closing Funds, Adjustment to Budget 2017 Infrastructure Funding and Indigenous Community Infrastructure Fund” to “Gap Closing Funds, Adjustment to Budget 2017 Infrastructure Funding, Indigenous Community Infrastructure Fund, Budget 2022 Housing Investment, Budget 2023 Urban, Rural, and Northern Indigenous Housing Strategy, and Budget 2023 Indigenous Health Equity Fund”.
13. Schedule G of the 2019 FFA is amended by adding the provisions in Appendix 2 of this Amendment after paragraph G.13.7.

GENERAL

14. Upon execution of this Amendment by the Parties, the 2019 FFA will be deemed to have been amended on the Effective Date.
15. Except as amended in this Amendment, all other terms and conditions of the 2019 FFA continue in full force and effect.
16. The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Amendment.
17. In accordance with paragraph 11.36 of the 2019 FFA, amendments to Schedules E and F of the 2019 FFA must be in writing and executed by Toquaht Nation and British Columbia.
18. This Amendment may be executed in one or more counterparts, each of which will constitute an original document, but all of which when taken together will constitute one and the same instrument.
19. The Parties acknowledge and agree that this Amendment may be executed by electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature on paper. For the purposes of this Amendment, “electronic signature” means faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature or an encrypted digital signature.

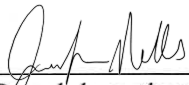
IN WITNESS WHEREOF, the Parties have executed this Amendment with effect to the Effective Date.

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

Per: duly authorized signatory

Date

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



Per: duly authorized signatory

September 17, 2024
Date

TOQUAHT NATION as represented by the Toquaht Nation Government or duly authorized signatory



Per: duly authorized signatory

Sept 11/24
Date

APPENDIX 1

SCHEDULE E

PROVINCIALY SUPPORTED ACTIVITIES

LANDS AND RESOURCE MANAGEMENT

- E.1 Toquaht Nation will utilize Lands and Resource Management Core Funding for the provision of lands and resource management functions within the Maa-nulth First Nation Area of Toquaht Nation, excluding Maa-nulth First Nation Lands of Toquaht Nation. The types of lands and resource functions to be provided may include, but are not limited to:
- a. engaging with British Columbia on provincial authorizations and decisions related to lands and resource management matters;
 - b. participating in provincial or municipal land use planning processes;
 - c. conducting environmental and natural resource stewardship activities;
 - d. supporting lands and resources policy development and providing guidance for strategic land use planning and objective setting;
 - e. participating in lands and resource-based shared decision-making initiatives and objectives;
 - f. gathering lands and resource management data;
 - g. managing and administering land and resource management programs;
 - h. providing guidance to other governments regarding natural resource and land management planning, regulation legislation and policy;
 - i. working with British Columbia to carry out land and natural resource compliance, enforcement, monitoring, and inspection activities;
 - j. participating in the co-management of, Provincial Protected Areas, or other areas as agreed to;
 - k. consultation and inter-governmental engagement related to land and resource management activities; and
 - l. carrying out conservation and environmental protection activities.
- E.2 The Land and Resource Management Core Funding is not intended to support Toquaht Nation's participation in Environmental Assessments for Major Projects. British Columbia may support such participation through specific funding mechanisms on a project-by-project basis subject to the eligibility criteria of those funding mechanisms and projects.

LANDS AND RESOURCE MANAGEMENT ANNUAL MEETING

- E.3 Toquaht Nation and British Columbia will meet annually to discuss and jointly evaluate the implementation of the Lands and Resource Management Core Funding, and how that

funding has worked to help meet the shared interests, priorities, objectives and strategic outcomes.

- E.4 The lands and resource management annual meeting shall be held at least 30 days prior to the start of the 2025/2026 and 2026/2027 Fiscal Years.
- E.5 For greater convenience and certainty, British Columbia must provide a notice to Toquaht Nation for the purpose of scheduling the lands and resource management annual meeting described in E.3 at least 60 days prior to the start of the 2025/2026 and 2026/2027 Fiscal Years. British Columbia and Toquaht Nation will discuss materials, if any, to support the land and resource annual meeting in meeting the objectives of E.3. Subject to agreement by British Columbia and Toquaht Nation, materials may include written reports, prepared specifically for the meeting.
- E.6 Issues regarding the sufficiency of the Lands and Resource Management Core Funding will be addressed during the negotiations of the Lands and Resources Management Incremental Funding.

SCHEDULE F

PROVINCIALY SUPPORTED ACTIVITIES FUNDING

LANDS AND RESOURCE MANAGEMENT FUNDING AMOUNT

F.1 Subject to paragraph F.7, British Columbia will pay to Toquaht Nation \$781,500 for the 2024/2025 Fiscal Year as Lands and Resource Management Core Funding.

F.2 For the 2025/2026 and 2026/2027 Fiscal Years, British Columbia will pay to Toquaht Nation the product of the following calculation:

$$\$781,500 \times \left(\frac{\text{FDDIPI}_{\text{FY}}}{\text{FDDIPI}_{\text{Q2,2024}}} \right)$$

Where:

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_{Q2,2024} is the value of FDDIPI for the second quarter of 2024 as published by Statistics Canada at the same time as the value used in FDDIPI_{FY}.

F.3 Subject to F.7, British Columbia will pay Toquaht Nation the amount set out in paragraph F.1 for the 2024/2025 Fiscal Year as soon as practicable.

F.4 Subject to F.2, British Columbia will pay Toquaht Nation the amount set out in paragraph F.1, for the 2025/2026 and 2026/2027 Fiscal Years, within 30 business days after receiving written notice from Toquaht Nation between April 1 and April 30 of each Fiscal Year, or as soon as practicable thereafter, that Toquaht Nation is ready to accept the payment.

F.5 British Columbia agrees to use best efforts to obtain approval to continue to provide Lands and Resource Management Core Funding in Subsequent Fiscal Years, beginning in the 2027/2028 Fiscal Year and continuing on an ongoing basis.

F.6 If British Columbia does not obtain approval to continue to provide Toquaht Nation with Lands and Resource Management Core Funding for Fiscal Years starting after March 31, 2027, British Columbia and Toquaht Nation will negotiate and attempt to reach agreement on funding provided by British Columbia.

F.7 In March 2024, British Columbia provided to Toquaht Nation a payment for the Community Development Officer in the amount of \$17,924.61 for the 2024/2025 Fiscal Year. The payment amount described in paragraph F.1 for the 2024/2025 Fiscal Year will be reduced by \$ 17,924.61. Therefore, the total amount as described in paragraph F.1 to be paid by British Columbia to Toquaht Nation for the 2024/2025 Fiscal Year will be in the amount of \$ 763,575.39.

- F.8 Toquaht Nation is entitled to retain any Lands and Resource Management Core Funding that is not expended by March 31 of that Fiscal Year, subject to the condition that Toquaht Nation must allocate and expend any unexpended Lands and Resource Management Core Funding by March 31, 2027, in accordance with paragraph E.1.
- F.9 If Toquaht Nation anticipates having unexpended Lands and Resource Management Core Funding after March 31, 2027:
- a. at least nine months prior to March 31, 2027, Toquaht Nation will provide notice in writing to British Columbia of the anticipated amount of unexpended Lands and Resource Management Core Funding; and
 - b. British Columbia and Toquaht Nation will negotiate and attempt to reach agreement on retention and expenditure of that Lands and Resource Management Core Funding.

EVALUATION FRAMEWORK FOR LANDS AND RESOURCE MANAGEMENT INCREMENTAL FUNDING NEGOTIATIONS

- F.10 British Columbia, Toquaht Nation other British Columbia modern treaty holders will collaboratively develop an evaluation framework that will guide future negotiations between British Columbia, Toquaht Nation and other modern treaty holders for the incremental portion of British Columbia's lands and resource management funding policy. The evaluation framework will include:
- a. detailed quantitative criteria to determine the need for Lands and Resource Management Incremental Funding, based on the collection and assessment of land and resource management data;
 - b. a mechanism for ensuring that Toquaht Nation and other British Columbia modern treaty holders' allocation of the Lands and Resource Management Incremental Funding is commensurate with the land management responsibilities for Toquaht Nation and other British Columbia modern treaty holders; and
 - c. an assessment of existing provincial funding provided to Toquaht Nation and other British Columbia modern treaty holders for activities set out in paragraph E.1 to ensure that any Lands and Resource Incremental Funding does not duplicate existing or future provincial funding.
- F.11 The evaluation framework set out in paragraph F.10 will be subject to British Columbia's Treasury Board approval.

BRITISH COLUMBIA'S POLICY DEVELOPMENT PROCESS

F.12 British Columbia and Toquaht Nation will negotiate and attempt to reach agreement on amendments to Schedules E and F to:

- a. incorporate any additional funding or provincial commitments available as a result of a new or existing provincial policy; and
- b. include any relevant terms and conditions.

F.13 For greater certainty, paragraph F.12 applies to any new mechanisms implemented by British Columbia for transferring provincial funding to British Columbia modern treaty holders.

APPENDIX 2

SCHEDULE G

Gap Closing Funds, Adjustment to Budget 2017 Infrastructure Funding, Indigenous Community Infrastructure Fund, Budget 2022 Housing Investment, Budget 2023 Urban, Rural, and Northern Indigenous Housing Strategy, and Budget 2023 Indigenous Health Equity Fund

G.14 Budget 2023 Urban, Rural, and Northern Indigenous Housing Strategy

G.14.1 Paragraphs G.14.2 to G.14.7 set out the amounts, terms and conditions for Canada to make transfer payments, separate from the Annual Formula Grant, to Toquaht Nation for its allocation of the Urban, Rural, and Northern Indigenous Housing Strategy announced by Canada in the federal Budget 2023. For the purposes of paragraphs G.14.2 to G.14.7, the following terms have the following meanings:

“Urban, Rural, and Northern Indigenous Housing Investment” means the distinctions-based fund of \$4 billion over seven years announced in Canada’s Budget 2023 to accelerate work in closing Indigenous housing gaps for Toquaht Nation Citizens living outside of the Maa-nulth First Nation Lands of the Toquaht Nation and

“Work Plan” means a plan provided to Canada that outlines how the Toquaht Nation intends to spend its share of the Urban, Rural, and Northern Indigenous Housing Investment on housing related initiatives for the Fiscal Years identified in G.14.2, what the expected results of the investment will be, how results will be tracked, and how results will be shared with Canada.

G.14.2 In addition to the Annual Formula Grant calculated in accordance with Schedule B of this Agreement, Canada will transfer to Toquaht Nation the following Urban, Rural, and Northern Indigenous Housing Investment funding amounts, totaling \$1,411,858, as soon as practicable following the commencement of each Fiscal Year noted below:

AMOUNT	FISCAL YEAR
\$103,684	2024/2025
\$175,674	2025/2026
\$176,321	2026/2027
\$212,101	2027/2028
\$212,319	2028/2029
\$265,895	2029/2030
\$265,864	2030/2031

- G.14.3 Payment of any money by Canada under paragraph G.14.2 is contingent upon receipt of a Work Plan from Toquaht Nation that has received concurrence from the Director General of Implementation Branch of Crown-Indigenous Relations and Northern Affairs Canada.
- G.14.4 Toquaht Nation may choose to amend its Work Plan during any of the Fiscal Years under paragraph G.14.2. To update the Work Plan:
- a. Toquaht Nation will provide notice to Canada of the proposed amendments to the Work Plan;
 - b. Canada will review the proposed changes to the Work Plan, and may request revisions to align with the terms and eligible activities of the Urban, Rural, and Northern Indigenous Housing Strategy; and
 - c. If the proposed amendments to the Work Plan align with, or are revised to align with, the terms and eligible activities of the Urban, Rural, and Northern Indigenous Housing Strategy, Canada will notify Toquaht Nation of its concurrence and the Work Plan will be amended as of the date set out in the amendments.
- G.14.5 Within 120 days of the end of each Fiscal Year, Toquaht Nation will provide Canada with a report that:
- a. identifies progress towards the results identified in the Toquaht Nation Work Plan; and
 - b. the amount expended from the Urban, Rural, and Northern Indigenous Housing Investment in the Fiscal Year.
- G.14.6 Within 60 days of receiving the report referred to in paragraph G.14.5, Canada may provide a notice to Toquaht Nation requesting additional information on the matters contained in the report. Toquaht Nation will respond to any reasonable request within 60 days of receiving the notice or as soon as practicable thereafter.
- G.14.7 Toquaht Nation may in its sole discretion allocate the Urban, Rural, and Northern Indigenous Housing Investment funding to any housing-related initiatives that fall within the eligible activities of the Urban, Rural, and Northern Indigenous Housing Strategy, and may expend the Urban, Rural, and Northern Indigenous Housing Investment funding across one or more Fiscal Years.
- G.15 **Budget 2023 Indigenous Health Equity Fund**
- G.15.1 Paragraphs G.15.2 to G.15.6 set out the amounts, terms and conditions for Canada to make transfer payments, separate from the Annual Formula Grant, to Toquaht Nation for its allocation of the Indigenous Health Equity Fund announced by

Canada in the federal Budget 2023. For the purposes of paragraphs G.15.2 to G.15.6, the following terms have the following meanings:

“Indigenous Health Equity Fund Investment” means the distinctions-based fund of \$2 billion over ten years announced in Canada’s Budget 2023 to accelerate work in supporting Indigenous health priorities; and

“Indigenous Health Equity Fund Implementation Plan” means a plan provided to Canada that outlines how Toquaht Nation intends to spend its share of the Indigenous Health Equity Fund Investment on health-related priorities for the Fiscal Years identified in G.15.2, the estimated costs and proposed activities associated with these priorities.

- G.15.2 In addition to the Annual Formula Grant calculated in accordance with Schedule B of this Agreement, Canada will transfer to Toquaht Nation the Indigenous Health Equity Fund Investment funding amount of \$79,237 for each Fiscal Year beginning in 2024/2025 until 2033/2034, totaling \$792,370, as soon as practicable following the commencement of each Fiscal Year.
- G.15.3 Payment of any money by Canada under paragraph G.15.2 is contingent upon receipt of an Indigenous Health Equity Fund Implementation Plan from Toquaht Nation.
- G.15.4 Canada may provide a notice to Toquaht Nation requesting information on the matters contained in the Indigenous Health Equity Fund Implementation Plan referred to in G.15.3. Toquaht Nation will respond to the request within 60 days of receiving the notice or as soon as practicable thereafter.
- G.15.5 Toquaht Nation may choose to amend its Indigenous Health Equity Fund Implementation Plan during any of the Fiscal Years under paragraph G.15.2. To update the Indigenous Health Equity Fund Implementation Plan, Toquaht Nation will provide notice to Canada of the proposed amendments to the Implementation Plan.
- G.15.6 Toquaht Nation in its sole discretion may allocate the Indigenous Health Equity Fund Investment amounts to any health-related initiatives and expend the Indigenous Health Equity Fund Investment funding across one or more Fiscal Years.