

Toquaht Nation 2019 Fiscal Financing Agreement

THIS AGREEMENT EFFECTIVE APRIL 1, 2019

BETWEEN:

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

("Canada")

OF THE FIRST PART

AND:

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

("British Columbia")

OF THE SECOND PART

AND:

TOQUAHT NATION, as represented by the Toquaht Government

(the "Toquaht Nation")

OF THE THIRD PART

WHEREAS:

- A. The Maa-nulth First Nations Final Agreement provides that the Parties will negotiate a Fiscal Financing Agreement;
- B. The Initial FFA will terminate on the earlier of March 31, 2020 or the day before the effective date of a subsequent Fiscal Financing Agreement;
- C. Toquaht Nation participated in the Collaborative Fiscal Policy Development Process which has resulted in changes to Canada's Collaborative Self-Government Fiscal Policy including an interim policy on fiscal capacity;
- D. The Parties wish to replace the Initial FFA with an agreement that will implement the new and interim policies under Canada's Collaborative Self-Government Fiscal Policy and allow the Parties to implement subsequent changes to Canada's Collaborative Self-Government Fiscal Policy by amendment;
- E. The Parties have negotiated this Agreement as a subsequent Fiscal Financing Agreement in accordance with the Maa-nulth First Nations Final Agreement.

NOW THEREFORE, in consideration of the premises and 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 Maa-nulth First Nations Final Agreement have the meanings ascribed to them in the Maa-nulth First Nations Final Agreement.

1.2 In this Agreement and the recitals:

"Agreement" means this Toquaht Nation 2019 Fiscal Financing Agreement and the Schedules;

"Annual Fiscal Plan" means the plan provided by Canada to Toquaht Nation under 6.1 of this Agreement;

"Annual Formula Grant" means, for any Fiscal Year, the amount payable by Canada to Toquaht 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;

“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 self-governing Indigenous governments;

“Constitution” means the Maa-nulth First Nation Constitution of Toquaht Nation referred to in the Maa-nulth First Nations Final Agreement;

“Eligible Student” means an Indian, ordinarily resident on Maa-nulth First Nation Lands, who is enrolled in and attending a federal, provincial, a private or independent school recognized by the province as an elementary or secondary institution, a band operated school, or a school operated by Toquaht Nation;

“Federally Supported Programs and Services” means those agreed-upon programs and services described in Schedule A to this Agreement for which Canada has agreed to contribute funding in accordance with this Agreement;

“FFA Effective Date” means April 1, 2019;

“FFA Effective Year” means the period commencing on April 1, 2019 and ending on March 31, 2020;

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

“Generally Accepted Accounting Principles” means the accounting principles generally accepted in Canada from time to time for the public sector and, where the Chartered Professional Accountants of Canada (including the Public Sector Accounting Board), or its successor publishes a relevant statement of a principle or an accounting guideline, that statement will be considered conclusively to be an accounting principle or guideline generally accepted in Canada;

“Implementation Committee” means the committee established on the Effective Date in accordance with Chapter 27 Implementation;

“Indian Family” means:

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

“Initial FFA” means the Toquaht Nation Fiscal Financing Agreement made April 1, 2011 as amended by the Toquaht Nation Fiscal Financing Agreement Amendment Agreement dated as of March 6, 2019 and the Toquaht Nation Fiscal Financing Agreement Extension Agreement dated as of April 10, 2019;

“Initial FFA Implementation Activities” means those implementation activities described in Schedule D for which Canada has previously contributed funding under the Initial FFA;

“Maa-nulth First Nations Final Agreement” means the Maa-nulth First Nations Final Agreement ratified by each Maa-nulth First Nation, Canada and British Columbia as amended from time to time;

“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 methodology brought into effect through an amendment to Canada’s Collaborative Self-Government Fiscal Policy for:

- a. establishing a capital reserve to fund the major maintenance and replacement of a specified list of infrastructure assets of self-governing Indigenous governments based on a lifecycle infrastructure approach; and
- b. funding ongoing operations and maintenance of infrastructure and delivery of infrastructure related services,

the whole as contemplated by Annex A6 of Canada’s Collaborative Self-Government Fiscal Policy as it read on the FFA Effective Date;

“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 self-governing 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, New Fiscal Capacity Methodology, or New Infrastructure Methodology;

“Own Source Revenue Agreement” means the Toquaht Nation Own Source Revenue Agreement between the Parties dated with effect as of the same date as the Initial FFA, as amended or replaced from time to time;

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

“Previous Fiscal Year” means the Fiscal Year immediately preceding the Fiscal Year in which a funding amount under this Agreement is determined for the next Subsequent Fiscal Year;

“Provincial Activities Funding” means the transfer payments from British Columbia to Toquaht Nation under this Agreement to support the carrying out of Provincially Supported Activities;

“Provincially Supported Activities” means those agreed-upon activities described in Schedule E for which British Columbia has agreed to contribute Provincial Activities Funding in accordance with Schedule F;

“Schedule” means a schedule to this Agreement;

“Subsequent Fiscal Years” means the Fiscal Years following the FFA Effective Year;

“Term” means the period during which this Agreement will remain in effect in accordance with Part 2.0 as recorded in Annex 1;

“Termination Date” means April 1, 2024 subject to any changes to the Term made by the Parties under this Agreement as recorded in Annex 1;

“Toquaht Government” means the Maa-nulth First Nation Government of the Toquaht Nation;

“Toquaht Law” means a Maa-nulth First Nation Law of the Toquaht Nation;

“Toquaht Nation Indian” means an individual who is registered or entitled to be registered as an Indian in relation to the Toquaht Nation;

“Treaty Society” means the First Nations of Maa-nulth Treaty Society; and

“Treaty Society Activities” means the coordination and other activities undertaken by Toquaht Nation as part of its involvement in the Treaty Society.

2.0 TERM

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

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 notice to the other Parties. Following receipt of the notice, the Parties have 60 days to agree on an extension. If agreement on the extension is reached the Term will be extended and Annex 1 will be updated accordingly; 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 further to Chapter 18 Fiscal Relations to take effect on the Termination Date.

- 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 second anniversary of the Termination Date or the coming into effect of a subsequent Fiscal Financing Agreement in accordance with 18.1.6 of Chapter 18 Fiscal Relations.
- 2.4 When an amendment is proposed under Part 10.0, the Parties shall further consider an extension of the Term for an additional five years, or other period acceptable to all Parties.

3.0 TOQUAHT NATION'S RESPONSIBILITIES

- 3.1 Toquaht Nation is responsible for ensuring, either directly or indirectly, the provision of programs, services and activities set out in the Schedules to this Agreement.
- 3.2 Federally Supported Programs and Services and Provincially Supported Activities carried out directly or indirectly by Toquaht Nation will be delivered in compliance with Toquaht Law and any applicable Federal Law or Provincial Law.
- 3.3 If Toquaht Nation chooses to have a third-party education service provider deliver kindergarten, elementary or secondary level education programs and services contemplated by Schedule A, Toquaht Nation will enter into an education service contract with that third party and will maintain the 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 meets the requirements of the *School Act* and *Independent School Act* as applicable.
- 3.4 If Toquaht Nation delivers public health programs, including immunization and communicable disease control contemplated by Schedule A, Toquaht Nation will ensure those programs are delivered in accordance with public health standards generally applicable in British Columbia.
- 3.5 Toquaht Nation will develop, implement, maintain and report annually to Canada and British Columbia on an emergency preparedness and response plan.
- 3.6 Toquaht Nation may allocate and expend the Annual Formula Grant as the Toquaht Nation, in its discretion, determines.
- 3.7 Toquaht Nation may allocate and expend Gap Closing Funds as Toquaht Nation, in its discretion, determines, subject to the requirements outlined in Schedule G.

- 3.8 Subject to 3.7, Toquaht Nation may retain any unexpended funding from any of the sources outlined in this Agreement and is responsible for any expenditures in excess of funding provided by Canada or British Columbia subject to the terms of this Agreement.
- 3.9 For greater certainty, notwithstanding the termination of the Initial FFA, Toquaht Nation will continue to carry out Initial FFA Implementation Activities described in Schedule D for which Canada provided funding under the Initial FFA, and Canada has no obligation to provide further funding for any of these activities.
- 3.10 Toquaht Nation is responsible for any expenditures related to the delivery of Provincially Supported Activities described in Schedule E in excess of the Provincial Activities Funding.
- 3.11 Consistent with Chapter 13 Governance of the Maa-nulth First Nations Final Agreement which requires that the Constitution provide for a system of financial administration with standards comparable to those generally accepted for governments in Canada, Toquaht Nation will develop and maintain a management framework for the funding transferred by Canada pursuant to the Initial FFA for Initial FFA Implementation Activities, which will be designed to ensure that funds are prudently managed to support the one time activities identified in the Initial FFA and ongoing activities identified in Schedule D. 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. Toquaht Nation will report annually to Maa-nulth First Nation Citizens of the Toquaht Nation on the management of these funds.

4.0 FEDERAL FUNDING

- 4.1 Subject to the terms of this Agreement, Canada will make transfer payments to pay the Annual Formula Grant to Toquaht Nation as follows:
- a. For each Fiscal Year of the Term of this Agreement, the Annual Formula Grant will be the total funding listed in Table B.1 of Schedule B, adjusted in accordance with that Schedule;
 - b. For each Fiscal Year of the Term of this Agreement, Canada will pay the Annual Formula Grant to Toquaht Nation by transfer payments according to the following installment schedule:
 - (i) 25.3% within 10 business days of the start of the Fiscal Year; and
 - (ii) 8.3% on the first business day of each of the nine successive months commencing in May and ending in January of that Fiscal Year.

- 4.2 The Annual Formula Grant for the FFA Effective Year will be reduced by all amounts paid by Canada for Federally Supported Programs and Services in respect of the FFA Effective Year under the Initial FFA prior to the signing of this Agreement, and the payment installments will be adjusted accordingly.
- 4.3 Subject to the terms of this Agreement, Canada will make payments to Toquaht Nation of Gap Closing Funds by way of grant in accordance with Schedule G.

5.0 PROVINCIAL FUNDING

- 5.1 Subject to the terms of this Agreement, British Columbia will make transfer payments to Toquaht Nation in accordance with Schedule F.
- 5.2 British Columbia will pay Toquaht Nation:
- a. the annual funding amount referred to in F.1 of Schedule F for the FFA Effective Year, adjusted in accordance with F.2, within 10 business days of the signing of this Agreement; and
 - b. the annual funding amount referred to in F.1 of Schedule F, adjusted in accordance with F.2, within 10 business days of April 1 for each Subsequent Fiscal Year.
- 5.3 The annual funding amount referred to in F.1 of Schedule F for the FFA Effective Year will be reduced by all amounts paid by British Columbia in the FFA Effective Year under the Initial FFA prior to the signing of this Agreement.

6.0 ADJUSTMENTS

- 6.1 Canada shall prepare and provide to Toquaht Nation, at least 90 days prior to the commencement of a Fiscal Year, an Annual Fiscal Plan advising Toquaht Nation of the Annual Formula Grant for that Fiscal Year.
- 6.2 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.
- 6.3 The form of the Annual Fiscal Plan shall be as agreed by the Implementation Committee, from time to time.
- 6.4 Within 60 days of receiving the Annual Fiscal Plan for a Fiscal Year, Toquaht Nation will advise Canada in writing of any errors in the data or calculations used by Canada in determining the Annual Formula Grant in the Annual Fiscal Plan.

- 6.5 Where notice of an error is given under 6.4 or 6.9, the Parties will:
- a. meet as soon as practicable to discuss the error pursuant to 11.4 of this Agreement; and
 - b. make best efforts to determine what corrections, if any, should be made, within 120 days of receipt of the notice.
- 6.6 Failing agreement under 11.4, either Party may refer the dispute to the Implementation Committee pursuant to 11.5.
- 6.7 If the dispute is not resolved under 11.4 or 11.5 prior to February 15 of the next Subsequent Fiscal Year, Canada shall pay installments to Toquaht 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 Implementation Committee.
- 6.8 A dispute not resolved under 11.4 or 11.5 shall be referred to dispute resolution pursuant to 11.8 of this Agreement.
- 6.9 Despite 6.4, if Canada or Toquaht Nation, at any time during the term of this Agreement, discovers an error in the dollar values, adjustors, other parameters, formulae, or computation methods used in computing the Annual 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 6.5 to 6.8 of this Agreement applies to the correction of errors under 6.9.

7.0 OTHER PROGRAM AND SERVICE ARRANGEMENTS

EMERGENCY PREPAREDNESS

- 7.1 Toquaht 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.
- 7.2 Canada and British Columbia will assist Toquaht Nation in its preparation for emergencies on its Maa-nulth First Nation Lands in a manner consistent with federal or provincial assistance given to other First Nations in British Columbia.

EMERGENCY RESPONSE

- 7.3 In responding to emergencies other than wildfires, Canada will be responsible for costs associated with a response to emergencies on Maa-nulth First Nation Lands of Toquaht

Nation 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 Toquaht Nation in relation to a response to an emergency which is not coordinated by British Columbia; or
- b. costs recoverable from a third party.

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

ADDITIONAL PROGRAMS AND SERVICES

7.5 At any time during the term of this Agreement, Toquaht Nation may notify Canada and British Columbia that it wishes to negotiate additional programs and services which would otherwise be provided to residents of British Columbia or provided to Indians by British Columbia or Canada.

7.6 Upon receiving such notice under 7.5, the Parties may negotiate and attempt to reach agreement on additional programs and services, and whether it is appropriate to include those programs and services in this Agreement or some other arrangement.

7.7 During the negotiation of a subsequent Fiscal Financing Agreement, Toquaht Nation will notify Canada and British Columbia of any additional programs and services that it wishes to have included in a subsequent Fiscal Financing Agreement.

8.0 SEPARATE LIABILITIES

8.1 The obligations of Canada and British Columbia under this Agreement are several.

8.2 Notwithstanding any other provision of this Agreement, British Columbia is not subject to or bound by any obligations set out in Schedules A, B, C, D, or G.

8.3 Notwithstanding any other provision of this Agreement, Canada is not subject to or bound by any obligation set out in Schedules E or F.

8.4 Notwithstanding any other provision of this Agreement, the amount of any transfer payment by British Columbia to Toquaht Nation in any Fiscal Year under this Agreement is subject to the appropriation of funds by the Legislature of British Columbia.

- 8.5 If the amount of any transfer payment by British Columbia under this Agreement is reduced in accordance with 8.4 of this Agreement, British Columbia and Toquaht Nation will negotiate and attempt to reach agreement on any required amendments to this Agreement.
- 8.6 Notwithstanding any other provision of this Agreement, the amount of any transfer payment by Canada to Toquaht Nation in any Fiscal Year under this Agreement is subject to the appropriation of funds by the Parliament of Canada.
- 8.7 If the amount of any transfer payment by Canada under this Agreement is reduced in accordance with 8.6 of this Agreement, Canada and Toquaht Nation will negotiate and attempt to reach agreement on any required amendments to this Agreement.
- 8.8 The obligation of Toquaht Nation to provide Federally Supported Programs and Services is contingent on receipt of funding from Canada in accordance with Part 4.0 of this Agreement.
- 8.9 The obligation of Toquaht Nation to provide or carry out the Provincially Supported Activities described in this Agreement is contingent on receipt of funding from British Columbia in accordance with Part 5.0 of this Agreement.

9.0 FISCAL CAPACITY

- 9.1 Canada and Toquaht Nation acknowledge that this Agreement implements Annex C of Canada's Collaborative Self-Government Fiscal Policy as it read on the FFA Effective Date.
- 9.2 Canada and Toquaht 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 Toquaht Nation's own source revenue until this Agreement is amended to incorporate a New Fiscal Capacity Methodology in accordance with Part 10.0 and Annex C of Canada's Collaborative Self-Government Fiscal Policy as it read on the FFA Effective Date; and
 - b. for greater certainty, Toquaht Nation will continue to report on its fiscal capacity in accordance with the Own Source Revenue Agreement.

10.0 INTEGRATION OF NEW FISCAL METHODOLOGIES BY AMENDMENT

- 10.1 Toquaht Nation or Canada may initiate discussions on implementing any New Fiscal Methodology through an amendment to this Agreement as follows:

Toquaht Nation 2019 Fiscal Financing Agreement

- a. Toquaht Nation may provide Canada a notice seeking information on the potential application of a New Fiscal Methodology to Toquaht Nation;
 - b. Canada may provide Toquaht Nation a notice seeking Toquaht Nation's consideration of the potential application of a New Fiscal Methodology to Toquaht Nation; and
 - c. Canada will provide the other Parties with a detailed plan for the application of the New Fiscal Methodology within 60 days of receiving the notice referred to in 10.1(a) or receipt of a positive response from Toquaht Nation to the notice under 10.1(b).
- 10.2 The plan referred to in 10.1(c) will include information needed to assess the potential effects of the application of the New Fiscal Methodology including:
- a. amendments to this Agreement needed to implement the New Fiscal Methodology including amendments to Schedules;
 - b. the manner and timeline for implementing the New Fiscal Methodology;
 - c. the approximate impact on funding amounts Toquaht Nation would receive under the New Fiscal Methodology as well as changes to other elements of the Annual Formula Grant under this Agreement;
 - d. any additional program and service delivery responsibilities for Toquaht Nation associated with the New Fiscal Methodology; and
 - e. any consequential changes to reporting requirements or other arrangements.
- 10.3 Within 60 days of receipt of a plan referred to in 10.1(c), the Parties may commence negotiations and attempt to reach agreement on an amendment to this Agreement and other arrangements to implement the New Fiscal Methodology in accordance with 11.34.
- 10.4 Where the New Fiscal Methodology being considered is a New Federal Infrastructure Methodology, the plan provided under 10.1(c) will include unique factors relating to the implementation of a New Federal Infrastructure Methodology that have not been implemented by the Parties, including, without limitation:
- a. the identification of the specified infrastructure assets of the Toquaht Nation;
 - b. the review and application of the results of the asset assessment of the state and value of existing infrastructure assets of Toquaht Nation;

Toquaht Nation 2019 Fiscal Financing Agreement

- c. the calculation of the capital reserve funding amounts required for the specified infrastructure assets in accordance with the lifecycle infrastructure approach; and
 - d. amendments to provisions of this Agreement relating to the capital reserve, ongoing operations and maintenance of infrastructure and delivery of infrastructure related services.

- 10.5 Where the New Fiscal Methodology being considered is a New Fiscal Capacity Methodology, the plan provided under 10.1(c) will include unique factors relating to the implementation of a New Fiscal Capacity Methodology that have not been implemented by the Parties, including, without limitation, any amendments to the Own Source Revenue Agreement, reporting requirements, and other arrangements.

- 10.6 Canada and Toquaht Nation will negotiate and attempt to reach agreement on allocating a portion of the funding contained in Table B.1 of Schedule B to funding for housing and will implement consequential amendments to this Agreement in accordance with 11.35.

- 10.7 In relation to infrastructure, Canada and Toquaht Nation acknowledge that:
 - a. the infrastructure funding amounts agreed to by the Parties under the Initial FFA as continued under Table B.1 of Schedule B are not based on a lifecycle approach to infrastructure;
 - b. a New Federal Infrastructure Methodology is under development in the Collaborative Fiscal Policy Development Process;
 - c. Canada and Toquaht Nation will continue to work collaboratively under the auspices of the Collaborative Fiscal Policy Development Process towards the finalization of a New Federal Infrastructure Methodology; and
 - d. subject to 10.8, the approach to infrastructure will be addressed through an amendment to this Agreement through the process contemplated by 10.1, 10.3 and 10.4.

- 10.8 If there is no New Federal Infrastructure Methodology by April 1, 2021, Canada and Toquaht Nation will negotiate and attempt to reach agreement on the replacement of the infrastructure funding amounts in Table B.1 of Schedule B with funding for:
 - a. a capital reserve;
 - b. operations and maintenance of infrastructure; and

- c. delivery of infrastructure related services

based on Annex A6 of Canada's Collaborative Self Government Fiscal Policy as it read on the FFA Effective Date.

- 10.9 If this Agreement is amended through the process described in 10.1, 10.3 and 10.4 as a result of the finalization of a New Federal Infrastructure Methodology on or before March 13, 2020, funding for infrastructure under this Agreement, as amended, will be adjusted retroactively to the FFA Effective Date.
- 10.10 British Columbia will develop a new provincial policy in respect of its fiscal relationship with the Maa-nulth First Nations and other modern treaty holders. The new provincial fiscal policy will be developed collaboratively by British Columbia, the Maa-nulth First Nations 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 Maa-nulth First Nations 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 Peoples.
- 10.11 The Parties will negotiate and attempt to reach agreement on amendments to this Agreement to incorporate any additional funding available as a result of the new provincial fiscal policy.

11.0 GENERAL PROVISIONS

EXCEPTIONAL CIRCUMSTANCES

- 11.1 In any situation where exceptional circumstances arise which create financial pressures that would significantly impair the ability of Toquaht Nation to meet its obligations set out in this Agreement, the Parties will, at the request of Toquaht Nation:
 - a. meet as soon as possible to review the exceptional circumstances and the impact on the ability of Toquaht Nation to meet its obligations;
 - b. review potential funding sources or other assistance available to Toquaht 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 Toquaht Nation to meet its obligations.

- 11.2 For further clarification, 11.1 is intended to address exceptional circumstances which were not reasonably foreseeable at the time this Agreement was entered into and which have a significant impact on Toquaht Nation's performance of its obligations under this Agreement.

DISPUTE RESOLUTION

- 11.3 In the event that a dispute arises regarding 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 to attempt to resolve the dispute.
- 11.4 The Parties desire and expect that a dispute arising from this Agreement will be resolved by informal discussion between the disputing Parties.
- 11.5 If the dispute is not resolved by informal discussion, a Party directly engaged in the dispute may refer the dispute to the Implementation Committee by delivering a written notice to the other Parties providing a concise summary of the matter in dispute.
- 11.6 For the purposes of disputes arising out of any provision of Schedules A, B, C, with the exception of mandatory health reports required under Provincial Law, and D and G, British Columbia is not a "Party directly engaged in the dispute."
- 11.7 For the purposes of disputes arising out of any provisions of Schedules E and F, Canada is not a "Party directly engaged in the dispute."
- 11.8 If the Implementation Committee fails to resolve the dispute within 45 days of the dispute being referred to it, or a longer period if the Parties agree in writing, the dispute will be dealt with in accordance with Chapter 25 Dispute Resolution and, for greater certainty, the dispute will be considered a "Disagreement" for the purposes of that Chapter.
- 11.9 The deliberations of the Implementation Committee in 11.8 will be considered to be "collaborative negotiations" for the purpose of Chapter 25 Dispute Resolution and will be deemed to fully satisfy the requirements set out in 25.5.1 to 25.5.5 of that Chapter.
- 11.10 Nothing in this Agreement prevents a Party from commencing judicial proceedings at any time to prevent the loss of a right to commence proceedings due to the expiration of a limitation period, or to obtain interlocutory or interim relief that is otherwise available pending resolution of the dispute under this Agreement.
- 11.11 Where this Agreement provides that the Parties "will negotiate and attempt to reach agreement", those negotiations will be conducted as set out in Chapter 25 Dispute Resolution but none of the Parties are obliged to proceed to Stage Three of that Chapter.

- 11.12 Disputes arising under this Agreement may not be referred to and finally resolved by arbitration under Chapter 25 Dispute Resolution.

ACCOUNTABILITY

- 11.13 Toquaht Nation will ensure that accountability and reporting procedures are in place for the delivery of Federally Supported Programs and Services and Provincially Supported Activities under the system of financial administration required under the Toquaht Constitution.
- 11.14 Toquaht Nation will undertake program reporting to Canada in accordance with the reporting procedures set out in Schedule C.
- 11.15 Toquaht Nation will provide reports referred to in reporting procedure C.2 of Schedule C to British Columbia.
- 11.16 Toquaht Nation will undertake program reporting to British Columbia in accordance with Schedule E.
- 11.17 Toquaht Nation will undertake Gap Closing Funds reporting to Canada in accordance with Schedule G.
- 11.18 All accounts and financial statements required to be prepared under this Agreement will be maintained and prepared in accordance with Generally Accepted Accounting Principles.
- 11.19 Toquaht 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 Toquaht Nation prepared to a comparable standard to that generally accepted for governments in Canada.

INFORMATION EXCHANGE

- 11.20 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. For greater certainty, this paragraph does not create any obligation to meet program reporting requirements in addition to those agreed to and set out in the Schedules to this Agreement.
- 11.21 At the written request of Canada, Toquaht Nation will provide to Canada copies of public reports prepared by Toquaht Nation, or its agent or contractor, in relation to Federally Supported Programs and Services.
- 11.22 If British Columbia seeks information from Toquaht Nation regarding the delivery of programs and services in this Agreement, British Columbia and Toquaht Nation will

meet to discuss the information that British Columbia requests and should agreement be reached, the terms and conditions under which British Columbia would pay for the collection or reporting of such information.

11.23 Before making any substantive change to a social assistance program or service delivered by or for British Columbia, British Columbia will provide notice to Toquaht 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.

11.24 Before making any substantive change to a social assistance program or service delivered by or for Toquaht Nation, Toquaht 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.

11.25 If Toquaht 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 11.23, then British Columbia is deemed to satisfy its obligations under 11.23 once notification is provided by British Columbia to that representative body.

11.26 Unless British Columbia agrees otherwise, Toquaht Nation will retain the information provided under 11.23 in strict confidence until such time as the new or amended policy or program information is publicly available.

11.27 Where there are individuals ordinarily resident on its Maa-nulth First Nation Lands who are not eligible for programs and services provided by Toquaht Nation under this Agreement, Toquaht Nation] will facilitate the coordination of similar programs and services to those people provided by a provincial authority by sharing relevant information as appropriate, provided Toquaht Nation has such information.

11.28 The Parties will collect, share and disclose information under this Agreement in a manner that:

- a. ensures the confidentiality of that information to the same extent as applies generally to other governments exchanging information on the provision of

programs and services in the Province of British Columbia that are similar to those provided for in this Agreement; and

- b. is in accordance with applicable Federal Law and Provincial Law and 1.17.1 to 1.17.5 of Chapter 1 General Provisions of the Maa-nulth First Nations Final Agreement.

DEFAULT AND REMEDIES

11.29 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.

11.30 If there is an alleged default of this Agreement, the Party alleging the default will notify the other Parties of the alleged default and the circumstances giving rise to the alleged default.

11.31 A Party in alleged default that receives a notice of default under 11.30 will, within 45 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 process contemplated by 11.3 to 11.12.

11.32 A Party that gives a notice under 11.30 may at any time waive the default, in which case the default is waived for all Parties for all purposes.

SCHEDULES

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

| Schedule | Description |
|-----------------|---|
| A | Federally Supported Programs and Services |
| B | Annual Formula Grant and Adjustors |
| C | Reporting Procedures |
| D | Initial FFA Implementation Activities |

| | |
|---|-----------------------------------|
| E | Provincially Supported Activities |
| F | Provincial Activities Funding |
| G | Gap Closing Funds |

AMENDMENT

- 11.34 Except as otherwise provided in 11.35 and 11.36, any amendment to this Agreement must be in writing and executed by all Parties.
- 11.35 Any amendment to Schedules A, B, C, D, or G, other than an amendment to reporting procedure C.2 of Schedule C, will be in writing and executed by Canada and Toquaht Nation. Before Canada executes an amendment to Schedules A, B, C, D, or G, other than an amendment to reporting procedure C.2 of Schedule C, Canada will notify and give reasons for the intended amendment to British Columbia.
- 11.36 Any amendment to Schedules E or F will be in writing and executed by British Columbia and Toquaht Nation. Before British Columbia executes an amendment to Schedules E or F, British Columbia will notify and give reasons for the intended amendment to Canada.
- 11.37 For greater certainty, negotiations of amendments to this Agreement will be in accordance with the standard provided for such negotiations under the Maa-nulth First Nations Final Agreement.

TIME PERIODS

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

NO IMPLIED WAIVER

- 11.39 No provision of this Agreement, or performance by a Party of an obligation under this Agreement, is deemed to have been waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 11.40 No written waiver of a provision of this Agreement, performance by a Party of an obligation under this Agreement or of default by a Party of an obligation under this Agreement is deemed to be a waiver of any other obligation, provision or of any subsequent default.

FURTHER ASSURANCES

- 11.41 The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

INTERPRETATION

11.42 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. 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;
- c. schedules to this Agreement (including their respective attachments, if any) form an integral part of this Agreement and are binding upon the Parties;
- d. 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;
- e. a reference to an agreement that is included as a schedule to this Agreement includes every amendment to it and every agreement made in substitution for it or in replacement of it;
- f. unless it is otherwise clear from the context, a reference to a schedule means a Schedule to this Agreement;
- g. 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;
- h. all accounting terms have the meanings assigned to them under Generally Accepted Accounting Principles; and
- i. unless otherwise specified, reference to “agreed to” or “agreement” means by written agreement.

EFFECT OF THIS AGREEMENT

11.43 This Agreement does not form part of the Maa-nulth First Nations Final Agreement.

11.44 This Agreement is not a treaty or a land claim 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

11.45 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and

effect and be construed as if this Agreement had been executed without the invalid portion.

DELEGATION AND ENUREMENT

11.46 Toquaht Nation may delegate any or all of its obligations under this Agreement to a duly authorized representative or agent by an agreement in writing with the duly authorized delegate.

11.47 Where Toquaht Nation has delegated any or all of its obligations pursuant to 11.46, Toquaht 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.

11.48 Regardless of any delegation under 11.46, this Agreement is binding upon the Parties and their respective permitted assigns.

11.49 This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

NO ASSIGNMENT

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

NOTICES

11.51 Unless otherwise provided, a notice, document, request, approval, authorization, consent, or other communication (each "communication") required or permitted to be given or made under this Agreement must be in writing and may be given or made in one or more of the following ways:

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

11.52 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;

Toquaht Nation 2019 Fiscal Financing Agreement

- 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.

11.53 A communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below.

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

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

For: Toquaht Nation
Attention: Tyee Ha'wilth
Toquaht Nation
PO Box 759
Ucluelet, British Columbia
V0R 3A0
Fax Number: (250) 726-4403

11.54 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.

COUNTERPARTS

11.55 This Agreement may be executed in counterparts and by facsimile. Each signature shall be deemed to be an original signature and all executed documents together shall constitute one and the same document.

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**

S. Mustafa

Allen Marshall

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

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 the authorized
signatory for the Minister of Indigenous
Relations and Reconciliation

EXECUTED in the presence of:)

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

Angela Parini

Carrie Mack

As to the authorized signatory for the
Toquaht Government

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

EXECUTED in the presence of:)
)
)
)
)
)
)
)
)
_____)

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

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

EXECUTED in the presence of:)
)
)
)
)
)
)
)
_____)

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

**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**

EXECUTED in the presence of:)
)
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_____)

As to the authorized signatory for the Toquaht Government

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

SCHEDULE A
FEDERALLY SUPPORTED PROGRAMS AND SERVICES

FEDERALLY SUPPORTED PROGRAMS AND SERVICES

- A.1 The Annual Formula Grant includes funding for the following categories of Federally Supported Programs and Services:
- a. Governance Activities
 - b. Lands and Resources Management
 - c. Treaty Society Activities
 - d. Infrastructure
 - e. Treaty Management
 - f. Programs and Services
 - i. Health
 - ii. Social
 - iii. Education
 - g. Economic Development
 - h. Fisheries
- A.2 For greater clarity:
- a. funding for Governance Activities, Lands and Resources Management, Treaty Management and Economic Development listed in A.1 and set out at Table B.1 of Schedule B is meant to support activities including those described in A.25 to A.27 of this Schedule;
 - b. funding for Infrastructure listed in A.1 and set out at Table B.1 of Schedule B is meant to support activities including those described in A.28 to A.31 of this Schedule;
 - c. funding for Treaty Society Activities listed in A.1 and set out at Table B.1 of Schedule B is meant to support activities including those described in A.6 to A.11 of this Schedule;
 - d. funding for Programs and Services listed in A.1 and set out at Table B.1 of Schedule B is meant to support activities including those described in A.12 to A.24 of this Schedule; and

- e. funding for Fisheries listed in A.1 and set out at Table B.1 of Schedule B is meant to support activities including those described in A.3 to A.5 of this Schedule.

FISHERIES ACTIVITIES

A.3 Toquaht Nation is responsible for the following:

- a. catch monitoring and reporting; and
- b. biological support as agreed to by the Joint Fisheries Committee.

A.4 Unless otherwise agreed in writing by Maa-nulth First Nations and Canada, Toquaht Nation, together with the other Maa-nulth First Nations, will provide to Fisheries and Oceans Canada (DFO) in a manner described in the fisheries reporting procedure in this Schedule (except where otherwise provided for in a Maa-nulth Harvest Document or a licence issued to implement the Maa-nulth Harvest Agreement) catch monitoring and fisheries reporting data and samples:

- a. that are for sufficient time and locations that the data enables the Parties to fulfill their obligations in the Maa-nulth First Nations Final Agreement;
- b. that are for all harvests for food, social and ceremonial purposes under its Maa-nulth First Nations Fishing Rights, whether or not the Fish was caught incidentally or the species is unallocated;
- c. that distinguishes data for Fish that are selectively marked and for salmon from indicator stocks, as appropriate; and
- d. that facilitates the accurate generation of post-season estimates of total catch and, as appropriate, stock structure of the catch, and age structure of the catch.

A.5 Toquaht Nation Fisheries Report

Unless otherwise agreed in writing by Maa-nulth First Nations and Canada, Toquaht Nation, together with the other Maa-nulth First Nations, will provide weekly to DFO a report in-season that, where appropriate, summarizes the following data for each species and fishery:

- a. daily catch by gear reported as retained;
- b. daily catch by gear reported as released;
- c. daily fishing effort by gear;
- d. Catch Per Unit Effort (CPUE); and

e. location of fishing.

For data management purposes, the actual format of the report will be provided annually by DFO and an example is shown below:

| Species: | | | | | | | | |
|--|-----------|-------------------------------------|-------------------------------------|---------------------------------|-------------------------------------|--------------|----------------|----------------------------|
| Week of: <i>dd/mm/yyyy to dd/mm/yyyy</i> | | | | | | | | |
| Date | Gear type | Catch Reported as Retained (pieces) | Catch Reported as Released (pieces) | Fishing Effort Reported (hours) | Catch per Unit Effort (pieces/hour) | Monitor Site | Hours observed | Locations (sub-area, etc.) |
| | | | | | | | | |
| | | | | | | | | |
| Total | | | | | | | | |
| Prepared By: | | | | Signature: | | | | |

Species: Provide a separate table for each species, for fish that are selectively marked, and for salmon from indicator stocks.

Gear Type: Specify, e.g. gill net, drift net, rod and reel, gaff, fishwheel, fishway, fence or trap.

Monitor Site: Describe the location monitored.

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

TREATY SOCIETY ACTIVITIES

- A.6 In recognition of the collaboration requirements established by the Maa-nulth First Nations Final Agreement and the continued use of the Treaty Society as a coordinating body for the fulfillment of Maa-nulth First Nations obligations under the Maa-nulth First Nations Final Agreement, Canada will provide Treaty Society funding to Toquaht Nation for Treaty Society Activities in accordance with Schedule B.
- A.7 Unless otherwise agreed by the Parties, Toquaht Nation will provide a minimum of \$100,000 annually to support the operations of the Treaty Society.
- A.8 Toquaht Nation and Canada agree that when Toquaht Nation and Canada are engaged in matters that involve other Maa-nulth First Nations, they will consider engaging through the Treaty Society in respect of such matters.
- A.9 Pursuant to 11.20 of this Agreement, Toquaht Nation will consider any request by Canada to view information reasonably required from time to time for purposes of

implementation, monitoring, and renewal of this Agreement, including work-planning or other documents created by the Treaty Society.

- A.10 If Toquaht Nation decides to withdraw from the Treaty Society during the term of this Agreement, Toquaht Nation will notify Canada of its intention to do so.
- A.11 Upon receiving such notice under A.10, Toquaht Nation and Canada may negotiate and attempt to reach agreement on an amendment to the Treaty Society Activities funding amount for Toquaht Nation pursuant to 11.35 of this Agreement.

HEALTH

- A.12 Toquaht Nation will ensure the provision of the following Federally Supported Programs and Services to Indians ordinarily resident on its Maa-nulth First Nation Lands:
 - a. immunization and communicable disease control;
 - b. community health promotion and prevention programs; and
 - c. home and community care.

HEALTH TERMS AND CONDITIONS

- A.13 In the delivery by Toquaht Nation of Federally Supported Programs and Services listed in A.12, 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;
 - c. there will be an impartial process in place for the appeal of an administrative decision not to provide, to discontinue or to reduce services or benefits to an individual;
 - d. there will be equality of access to programs and services by all eligible individuals; and
 - e. in respect of in-home care, including home care nursing, a formally defined benefits schedule specifying types of assistance available, rates of assistance and conditions and criteria for eligibility, will be available to Indians ordinarily resident on its Maa-nulth First Nation Lands and, upon request, to Canada.

PROGRAMS TO BE DELIVERED ON AN AGGREGATE BASIS

- A.14 Programs to be delivered on an aggregate basis include:
- a. immunization and communicable disease control programs; and
 - b. the home and community care program.
- A.15 Upon request of Toquaht Nation, Canada will consider the feasibility of Toquaht Nation delivery of the non-insured health benefits program.

HEALTH REPORTING

- A.16 The following health status and service delivery information will be collected on an annual basis and made available, upon request, to Canada, in accordance with the reporting procedures C.1 to C.5 set out in Schedule C:
- a. immunization status;
 - b. incidence of communicable diseases; and
 - c. home and community care program essential service elements (in-home care, home care nursing).
- A.17 Toquaht Nation will provide a report annually, in accordance with the reporting procedure C.6 set out in Schedule C, to Health Canada comprising:
- a. a summary of health programs and services delivered;
 - b. data on health services, operations and results;
 - c. a report on challenges and changes to the health status of Indians ordinarily resident on its Maa-nulth First Nation Lands; and
 - d. if applicable, an updated community health plan.
- A.18 Toquaht Nation will evaluate all federally supported health programs and services and report to Health Canada every five years in accordance with the reporting procedure C.7 set out in Schedule C. The evaluation report will include the following elements:
- a. a summary of health programs and services delivered;
 - b. data on health services, operations and results;
 - c. challenges and changes to the health status of Indians ordinarily resident on its Maa-nulth First Nation Lands; and

- d. an updated community health plan stemming from the 5-year evaluation report.

SOCIAL DEVELOPMENT

A.19 Toquaht Nation will ensure the provision of the following Federally Supported Programs and Services:

- a. for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands, income assistance and services, including basic needs, shelter, guardian financial assistance and special needs;
- b. non-insured health benefits for non-Indian members of Indian Families ordinarily resident on its Maa-nulth First Nation Lands;
- c. for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands, training, education and support initiatives to reduce reliance on income assistance; and
- d. for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands, local community programs that contribute to physical, emotional and social well being, including adult in-home care, family violence and children's programs, but not including residential and institutional programs and services for individuals with physical and mental handicaps.

SOCIAL DEVELOPMENT TERMS AND CONDITIONS

A.20 In the delivery of the Federally Supported Programs and Services, Toquaht Nation will ensure that:

- a. there is equality of access to programs and services for Indians and Indian Families ordinarily resident on its Maa-nulth First Nation Lands;
- b. objective needs or income tests are conducted for applicants who apply for the programs or services;
- c. a formally defined benefits schedule specifying type of income assistance available, the rates of assistance and conditions and criteria for eligibility, is publicly available;
- d. there is an impartial process for the appeal of an administrative decision not to provide, to discontinue or to reduce income assistance to an individual;

- e. an administrative system that ensures confidentiality of applicant information; and
- f. in respect of the Federally Supported Programs and Services Toquaht Nation will ensure that National Child Benefit Program savings will be invested in accordance with this program.

SOCIAL DEVELOPMENT REPORTING

- A.21 Toquaht 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 in accordance with the reporting procedures set out at Schedule C:
- a. income assistance of individuals to whom that assistance is provided under A.19(a) and A.19(b), by category of assistance, age and gender as required in social development reporting procedures C.8, C.9 and C.10;
 - b. enrollment and completion rates in training and employment programs of individuals to whom those programs are provided under A.19(c) as required in social development reporting procedure C.11; and
 - c. national child benefit reinvestment program as required in social development reporting procedure C.12.

EDUCATION

- A.22 Toquaht 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. accommodation;
 - iii. student allowances;
 - iv. guidance and counseling; and

- v. comprehensive instructional support services;
- c. transportation for Eligible Students; and
- d. in respect of Toquaht Nation Indians, wherever they reside in Canada, financial support to attend accredited post secondary education or training institutions.

EDUCATION TERMS AND CONDITIONS

- A.23 In the delivery of financial support to Toquaht Nation Indians to attend accredited post secondary education or training institutions referred to in A.22(d), Toquaht 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 an individual.

EDUCATION REPORTING

- A.24 Toquaht Nation will ensure that the following 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 in accordance with the requirements of reporting procedures C.13 and C.14 set out in Schedule C.

LOCAL PROGRAMS AND SERVICES

- A.25 Toquaht Nation will ensure the provision of the following agreed-upon functions of its government:
- a. executive and legislative functions, administration, management and operation of its Toquaht Government including:
 - i. raising of revenue;
 - ii. program and financial accountability in accordance with the Toquaht Constitution;
 - iii. maintenance of a public registry of its Toquaht Constitution and its Toquaht Law and other record keeping;

- iv. conduct of elections and referenda of Toquaht Government;
 - v. establishment of a procedure for enrolling individuals under the Maa-nulth First Nations Final Agreement in accordance with Chapter 26 Eligibility and Enrolment and maintenance of a public enrolment register;
 - vi. participation in the Implementation Committee;
- b. economic development services;
 - c. transportation, maintenance and insurance of artifacts;
 - d. environmental management plan;
 - e. all activities related to land and environmental management in respect of its Former Indian Reserves; and
 - f. all activities as they relate to migratory birds management.
- A.26 Toquaht Nation will ensure the provision of the following local programs and services:
- a. issuance of permits, licences and documentation for activities over which Toquaht Government has jurisdiction and authority in accordance with the Maa-nulth First Nations Final Agreement;
 - b. fire protection; and
 - c. appointment of officers for the enforcement of its Toquaht Law in areas including zoning, land use, traffic and transportation.

LOCAL PROGRAMS AND SERVICES REPORTING

- A.27 Toquaht Nation will provide to Canada information on local programs and services where required by a statistical agency, in accordance with Federal Law.

PHYSICAL WORKS PROGRAMS AND SERVICES

- A.28 Toquaht Nation will be responsible for the operation, maintenance and replacement of physical works on its Maa-nulth First Nation Lands.
- A.29 Toquaht Nation will provide a program for new residential housing and the construction and rehabilitation of existing residential housing on its Maa-nulth First Nation Lands.

- A.30 Toquaht Nation is responsible for new physical works construction, including water, sewer, roads, bridges, fire protection and electrification, as well as public facilities to support administrative activities on its Maa-nulth First Nation Lands.

PHYSICAL WORKS TERMS AND CONDITIONS

- A.31 In the delivery of the program in respect of residential housing referred to in A.29, Toquaht Nation will ensure that:
- a. a formally defined statement of eligibility criteria is established and is publicly available;
 - b. there is equality of access for all Toquaht Nation Indians; and
 - c. there is an impartial process for the appeal of administrative decisions related to the refusal to provide, or the discontinuance or reduction of, services or benefits.

SCHEDULE B

ANNUAL FORMULA GRANT AND ADJUSTMENT FACTORS

B.1 Canada will pay Toquaht Nation the Annual Formula Grant in accordance with this Schedule and the installment schedule outlined in 4.1(b) of this Agreement.

B.2 Table B.1 sets out:

- a. the Federally Supported Programs and Services funding categories for which Canada will provide funding;
- b. the FFA Effective Year funding amount for Federally Supported Programs and Services; and
- c. the adjustors that will be applied to the FFA Effective Year funding amount for Federally Supported Programs and Services to arrive at the Federally Supported Programs and Services funding amount for each subsequent Fiscal Year while this Agreement is in effect.

Table B.1: Funding for Federally Supported Programs and Services

| Federally Supported Programs and Services Funding Categories | FFA Effective Year Funding Amount (2019Q3\$) | Annual Adjustors |
|--|---|-------------------------|
| Column 1 | Column 2 | Column 3 |
| Governance Activities (new Governance and Administration Expenditure Need Model) | \$ 3,026,888 | Price |
| Lands and Resources Management (new Interim Lands and Resources Measure) | \$664,716 | Price |
| Treaty Society Activities | \$200,000 | Price |
| Infrastructure | \$ 199,357 | Price |
| Treaty Management | \$ 20,932 | Price |
| Economic Development | \$13,004 | Price |
| Fisheries | \$ 41,382 | Price |
| Health Programs and Services | \$ 215,521 | Price, Population |
| Education Programs and Services | \$ 256,070 | Price, Population |
| Social Programs and Services | \$98,949 | Price, Population |
| Annual Formula Grant (2019Q3\$) | \$ 4,736,819 | |

CALCULATION OF ANNUAL FORMULA GRANT FOR SUBSEQUENT FISCAL YEARS

- B.3 The Annual Formula Grant for Subsequent Fiscal Years will be the product of the FFA Effective Year Funding Amount multiplied by the annual price adjustors and/or population adjustors described in Column 3 of Table B.1, calculated in accordance with B.5-B.9. The calculated amounts will be set out in detail in the Annual Fiscal Plan provided to Toquaht Nation each year during the term of this Agreement and substantially in the form detailed in B.10.
- B.4 The calculation date for the Annual Formula Grant for Subsequent Fiscal Years is a date at least 90 days before the start of each Subsequent Fiscal Year at which time Canada will calculate the Annual Formula Grant for the Subsequent Fiscal Year and provide that information to Toquaht Nation in an Annual Fiscal Plan in accordance with 6.1 and 6.2 of this Agreement.

PRICE ADJUSTMENTS

- B.5 FDDIPI means unless otherwise agreed to by Canada and Toquaht Nation, the first release third quarter value implicit chain price index of final domestic demand for Canada, or its successor data, as published by Statistics Canada in the National Economic and Financial Accounts, Quarterly Estimates (Third Quarter), or its successor publication.
- B.6 The price adjustor (PA), which is subject to change each year, is to be calculated as follows:

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

where

FDDIPI_{fy-1} = FDDIPI for the calendar year one year before the Fiscal Year for which the Annual Formula Grant is being calculated; and

FDDIPI_{fy-2} = FDDIPI for the calendar year two years before the Fiscal Year for which the Annual Formula Grant is being calculated.

- B.7 If the FDDIPI data is published too late to be used for the purpose of calculating the Annual Formula Grant for a Fiscal Year, the price adjustor from the previous Fiscal Year, or an estimate otherwise agreed to by the Parties, will be used until the FDDIPI data is published.
- B.8 Once the required FDDIPI data has been published, Canada will make any necessary corrections in the next scheduled Annual Formula Grant payment to Toquaht Nation.

POPULATION ADJUSTMENTS

B.9 The population adjustor (PNA), which is subject to change each year, is to be calculated as follows:

$$PNA = \frac{POPLNfy-1}{POPLNfy-2}$$

where

POPLNfy-1 = The population of Toquaht Nation citizens on December 31st of the calendar year one year before the Fiscal Year for which the Annual Formula Grant is being calculated; and

POPLNfy-2 = The population of Toquaht Nation citizens on December 31st of the calendar year two years before the Fiscal Year for which the Annual Formula Grant is being calculated.

ANNUAL FISCAL PLAN

B.10 The Annual Fiscal Plan will be substantially as shown in the format below, including calculation of adjustors, the net Annual Formula Grant, and the discounted net Annual Formula Grant payment amount to be paid within 10 business days of April 1 of each year.

ANNUAL FISCAL PLAN FOR TOQUAHT NATION

CALCULATION OF ADJUSTORS

| FDDIPI Indices (Q3) | 2019/2020 | 2020/2021 | 2021/2022 | 2022/2023 | 2023/2024 |
|----------------------------|------------------|------------------|------------------|------------------|------------------|
| 2017 | | | | | |
| 2018 | | | | | |
| 2019 | | | | | |
| 2020 | | | | | |
| 2021 | | | | | |
| 2022 | | | | | |
| Price Adjustor (PA) | | | | | |

StatsCan table link: <https://www150.statcan.gc.ca/t1/tb11/en/tv.action?pid=3610010601>

| Population (Dec. 31) | 2019/2020 | 2020/2021 | 2021/2022 | 2022/2023 | 2023/2024 |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|
| 2017 | | | | | |
| 2018 | | | | | |
| 2019 | | | | | |
| 2020 | | | | | |
| 2021 | | | | | |
| 2022 | | | | | |
| Population Adjustor (PNA) | | | | | |

ANNUAL FORMULA GRANT

| Federally Supported Programs and Services | Adjustor(s) | 2019/2020 | 2020/2021 | 2021/2022 | 2022/2023 | 2023/2024 |
|--|--------------------|------------------|------------------|------------------|------------------|------------------|
| Governance Activities (new Governance and Administration Expenditure Need Model) | PA | | | | | |
| Lands and Resources Management (new Interim Lands and Resources Measure) | PA | | | | | |
| Treaty Society Activities | PA | | | | | |
| Infrastructure and Housing | PA | | | | | |
| Treaty Management | PA | | | | | |
| Economic Development | PA | | | | | |
| Fisheries | PA | | | | | |
| Health Programs and Services | PA & PNA | | | | | |
| Education Programs and Services | PA & PNA | | | | | |
| Social Programs and Services | PA & PNA | | | | | |
| Annual Formula Grant | | | | | | |

Annual Formula Grant Discount Calculation*

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

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

| Month | Gross Payment | Discount Factor** | Discount Amount | Discounted Payment |
|--------------|----------------------|--------------------------|------------------------|---------------------------|
| April | | n.a. | | |
| May | | n.a. | | |
| June | | n.a. | | |
| July | | | | |
| August | | | | |
| September | | | | |
| October | | | | |
| November | | | | |
| December | | | | |
| January | | | | |
| February | | | | |
| March | | | | |
| Total | | | | |

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

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

SCHEDULE C
REPORTING PROCEDURES

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.1

Health Reporting for Fiscal 20XX

Reference: Paragraph A.12(a)

- number of individuals to whom immunization has been provided by antigen and age group.

Annual – Report to the federal and/or provincial governments in accordance with the immunization schedule identified in the Community Health Plan.

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.2

Health Reporting for Fiscal 20XX

Reference: Paragraph A.12(a)

- incidence of communicable diseases of individuals by category of communicable disease and notification of communicable diseases with epidemic potential
- 1. **Within 24 Hours** – Notification to British Columbia and First Nation and Inuit Health Branch (FNIHB) of communicable diseases with epidemic potential.
- 2. **Monthly** – Report to the senior nurse on communicable diseases as required by Provincial Regulation, including contact tracing and follow up, in accordance with the Community Health Plan.
- 3. **Annual** – Summary of the incidence of communicable diseases by community.

| Annual Summary of Communicable Diseases | | | |
|---|---------------------------------|-----------|------------------------------------|
| “Communicable Disease Reports” Month | Notifiable Communicable Disease | Community | Number of Individuals with Disease |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.3

Health Reporting for Fiscal 20XX

Reference: Paragraph A.12(b)

- home and community care service delivery
- 1. **Monthly** – Submit “Total Service Reports” through the e-SDRT/HCC electronic tool
- 2. **Annual** – “Total Services Report” summary of home and community care service delivery

| | Number |
|-----------------------|--------|
| Home Visits | |
| Attempted Home Visits | |
| Total Home Visits | |

| Home and Community Care Service | Total Hours of Service Provided | Assisted Living | Nursing Services | Personal Care | Professional Therapies | Case Management | In-home Respite Care |
|----------------------------------|---------------------------------|-----------------|------------------|---------------|------------------------|-----------------|----------------------|
| Acute Post-hospital/ Ambulatory | | | | | | | |
| Acute Chronic Illness | | | | | | | |
| Chronic Illness – Time Limited | | | | | | | |
| Chronic Illness – Intermittent | | | | | | | |
| Palliative Care | | | | | | | |
| Acute Mental Illness | | | | | | | |
| Frail Elderly | | | | | | | |
| Challenged with Coping Abilities | | | | | | | |
| Any Other Profile | | | | | | | |
| Total | | | | | | | |

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.4

Health Reporting for Fiscal 20XX

Reference: Paragraph A.12(b)

- year-end home and community care Human Resources Profile via electronic reporting system e-SDRT/HCC

Annual – Summary of home and community care human resources at year end

| Home Care Nurses (RNs, LPNs) | Full-time FTEs | Part-time FTEs | Totals |
|---|----------------|----------------|--------|
| Limited scope of practice | | | |
| Full scope of practice | | | |
| Totals | | | |

| Personal Care Providers | Full-time FTEs | Part-time FTEs | Totals |
|---------------------------------------|----------------|----------------|--------|
| Untrained | | | |
| Minimum skill set | | | |
| Certification/ recognized training | | | |
| Totals | | | |

| Client Assessors | Full-time FTEs | Part-time FTEs | Totals |
|-------------------------|----------------|----------------|--------|
| Untrained | | | |
| Trained | | | |
| Totals | | | |

| Case Managers | Full-time FTEs | Part-time FTEs | Totals |
|----------------------|----------------|----------------|--------|
| Untrained | | | |
| Trained | | | |
| Totals | | | |

| Program Support | Full-time FTEs | Part-time FTEs | Totals |
|------------------------|----------------|----------------|--------|
| Totals | | | |

FTE means full time equivalent.

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.5

Health Reporting for Fiscal 20XX

Reference: Paragraph A.17(d)

- update of the Community Health Plan prepared in accordance with the Health Canada guide entitled “A Guide to Developing a Health Plan for First Nations and Inuit Communities”, dated September 2001 (or most recent version).
- 1. **Annual (As required)** – Provide to FNIHB a Community Health Plan updated for new programs or services.
- 2. **Every 5 Years (Mandatory)** – Provide to FNIHB a Community Health Plan updated as a result of the findings in the five-year Evaluation Report (see Procedure C.7)

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.6

Health Reporting for Fiscal 20XX

Reference: Paragraph A.17

- annual report to community members on the delivery of health programs and services and the use of resources provided to them in accordance with the health priorities and objectives in the Community Health Plan

Annual – Provide to community members an annual report prepared in accordance with the Community Health Plan and the Health Canada guide entitled “Guide for Preparing the Health Services Transfer Community-Based Annual Report”, dated March 2005 (or most recent version).

The annual report to community members is to include, but not be limited to, the following:

1. summary of programs and services delivered, including goals and objectives of each;
2. data on services, operations and results;
3. activities used to deliver programs and services;
4. progress made toward the objectives and long-term goals (outcomes) of the Community Health Plan;
5. explanations for any deviations from the Community Health Plan;
6. challenges and documented changes in members’ health status encountered when delivering the health program;
7. annual summary of the provision of mandatory programs according to the requirements of the Fiscal Financing Agreement; and
8. resources allocated – a copy of the annual audit of the community’s financial statements.

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.7

Health Reporting for Fiscal 20XX

Reference: Paragraph A.18

- 5-year evaluation in respect of the delivery of health programs and services

Every 5 Years – Provide Canada an evaluation report prepared in accordance with the Community Health Plan and the Health Canada guide entitled “Guide for Preparing the Evaluation Report for Health Services Transfer Community-Based Evaluation”, dated March 2005 (or most recent version).

The evaluation is to be conducted in accordance with the evaluation plan, which is part of the Community Health Plan, during the 4th year of the period of the funding agreement to allow the report to be completed in the 5th year.

The evaluation report is to include, but not be limited to, the following:

1. an assessment of the effectiveness of community health programs and objectives; and,
2. a determination of any changes in the health status of community members.

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.8

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.19(a) – individuals to whom income assistance is provided under paragraph A.19(a), by category of assistance.

| | Singles | Families | Couples | Total |
|---------------|---------|----------|---------|-------|
| Case Months * | | | | |
| Case Load * | | | | |

*Indians and Indian Families ordinarily resident on its Maa-nulth First Nation 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 $52/12 = 4.33$.

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.9

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.19(a) – individuals to whom income assistance is provided under paragraph A.19(a) by category of assistance

| | PPMB Singles | PPMB Families | PPMB Couples | Total |
|-------------|--------------|---------------|--------------|-------|
| Case Months | | | | |
| Case Load | | | | |

| | PWD Singles | PWD Families | PWD Couples | Total |
|-------------|-------------|--------------|-------------|-------|
| Case Months | | | | |
| Case Load | | | | |

*Indians and Indian Families ordinarily resident on its Maa-nulth First Nation 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 Toquaht Nation social development worker, the confirmed medical condition seriously restricts the client’s ability to search for, accept or continue employment.

Persons with Disabilities – an individual who is 18 years of age or older and must have a severe mental or physical impairment that, in the opinion of a medical practitioner is likely to continue for at least 2 years, and in the opinion of a health professional, directly and significantly restricts the individual’s ability to perform daily living activities either continually or periodically for extended periods, and as a result of those restrictions, the individual requires help to perform daily living activities.

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

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

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.19(b) – individuals to whom non-insured health benefits are provided under paragraph A.19(b)

| | TOTAL |
|---------------|-------|
| Case Months * | |
| Case Load * | |

* non-insured health benefits for non-Indian members of Indian Families ordinarily resident on its Maa-nulth First Nation 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.

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.11

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.21(b) – enrolment and completion rates of individuals in training and employment programs provided under paragraph A.21(b)

| Program/Measure | Enrollment | Completion Rate and Number |
|-----------------|------------|----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |

Notes:

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

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.12

Social Development Reporting for Fiscal 20XX

Reference: Paragraph A.21(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

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.13

Education Reporting for Fiscal 20XX

Reference: Paragraph A.22(a) – enrollment and completion rates and number of Eligible Students receiving Federally Supported Programs and Services under paragraph A.22(a), by type of educational institution

| EDUCATIONAL INSTITUTION | Enrollment* | | Total | Completion Rate* and Number | | |
|--------------------------------|------------------------------|--------------------|-------|---------------------------------|--------------------|---------------------------------|
| | First Nation Operated School | Independent School | | Provincial School (SDs 70 & 84) | Independent School | Provincial School (SDs 70 & 84) |
| KINDERGARTEN | | | | N/A | N/A | |
| ELEMENTARY (Graded) | | | | N/A | N/A | |
| ELEMENTARY (Ungraded) | | | | N/A | N/A | |
| SECONDARY (Graded) | | | | | | |
| SECONDARY (Ungraded) | | | | | | |
| DOGWOOD Completion Certificate | | | | | | |
| School Leaving Certificate | | | | | | |
| TOTAL | | | | | | |

*Eligible Students ordinarily resident on its Maa-nulth First Nation Lands.

Notes:

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

Toquaht Nation 2019 Fiscal Financing Agreement

Procedure C.14

Education Reporting for Fiscal 20XX

Reference: Paragraph A.22(d) – enrollment and completion rates and number of individuals receiving Federally Supported Programs and Services under paragraph A.22(d), by type of educational institution

| EDUCATIONAL INSTITUTION | Enrolment* | Completion Rate* and Number |
|-------------------------------------|------------|-----------------------------|
| University | | |
| University College | | |
| College (Public/Private) | | |
| BCcampus | | |
| Institutes | | |
| Private Post-Secondary Institutions | | |
| TOTAL | | |

*Toquaht Nation Indians wherever they reside in Canada.

Notes:

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

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

College – provides courses and programs leading to certificates, diplomas and associate degrees in vocational, career, technology, trades and academic studies. Colleges also provide 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.

Completion Rate – calculated as the number of individuals who have started a program (denominator) compared to those who have completed a program (numerator).

SCHEDULE D
INITIAL FFA IMPLEMENTATION ACTIVITIES

General

- D.1 The Parties acknowledge that the Time Limited Federal Funding provided for in Column 2 of Table 2 of Schedule B of the Initial FFA is “Time Limited Federal Funding” described in 18.1.8 of the Maa-nulth First Nations Final Agreement.
- D.2 Toquaht Nation received payment of \$4,056,706 under the Initial FFA to support those activities identified in D.3 and is responsible for all ongoing activities and associated costs for these activities.
- D.3 Toquaht Nation will undertake the following ongoing activities:
- a. the operation and management of its fishery, including:
 - i. support for stock assessment as agreed to by the Joint Fisheries Committee;
 - ii. fisheries projects as agreed to by the Joint Fisheries Committee;
 - iii. incremental catch monitoring;
 - iv. participation on the Joint Fisheries Committee or a multi-First Nation fisheries management process or any subcommittee thereof, as described in the Maa-nulth First Nations Final Agreement;
 - v. planning and management of harvesting under its Maa-nulth First Nation Fishing Right;
 - vi. enforcement of Toquaht Law related to its Maa-nulth First Nation Fishing Right;
 - vii. review and development of habitat and enhancement proposals; and
 - viii. commercial fisheries;

- b. activities related to National Parks and National Marine Conservation Areas, including:
 - i. meetings;
 - ii. administrative support;
 - iii. public consultation; and
 - iv. park management plans or reports;
- c. treaty management activities, including:
 - i. professional services;
 - ii. finance and administration;
 - iii. development, implementation, and annual updating of an emergency preparedness and response plan;
 - iv. insurance;
 - v. strategic and comprehensive community-based planning;
 - vi. maintenance of information systems; and
 - vii. human resources management;
- d. capacity development and support for service delivery, including:
 - i. counseling;
 - ii. language training and cultural education;
 - iii. adult education;
 - iv. initiatives for Toquaht Nation youth; and
 - v. other such programs and initiatives.

SCHEDULE E
PROVINCIALY SUPPORTED ACTIVITIES

- E.1 Toquaht Nation, together with the other Maa-nulth First Nations, will ensure the provision of a minimum of one community development officer.

COMMUNITY DEVELOPMENT OFFICER TERMS AND CONDITIONS

- E.2 Toquaht Nation, together with the other Maa-nulth First Nations, will ensure that a minimum of one 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;
 - b. assist in accessing programs and services or in the development of Toquaht Nation programs and services;
 - c. represent, advocate and act as liaison on behalf of the community with governments, government agencies and non-governmental organizations to meet the needs of the community;
 - d. identify funding from governments, government agencies and non-governmental organizations in aid of community social and economic development;
 - e. establish an effective process to facilitate applications for funding and monitor and maintain any resultant funding arrangement in good order;
 - f. facilitate effective community consultation and involvement in decisions that directly affect the social and economic needs of the community; and
 - g. support community members in developing necessary skills and capacities.

COMMUNITY DEVELOPMENT OFFICER REPORTING

- E.3 Toquaht Nation, together with the other Maa-nulth First Nations, will identify to British Columbia the name of the successful applicant for the position of community development officer.
- E.4 Within 90 days after the end of each Fiscal Year, Toquaht Nation, together with the other Maa-nulth First Nations, will provide British Columbia with a report that includes the following:

Toquaht Nation 2019 Fiscal Financing Agreement

- a. identification of the successful applicant occupying the position of community development officer;
- b. a summary of activities and outcomes; and
- c. a summary of program expenditures.

SCHEDULE F
PROVINCIALY SUPPORTED ACTIVITIES FUNDING

F.1 Subject to F.2, British Columbia will pay to the Toquaht Nation \$14,118 in each Fiscal Year this Agreement is in effect, for the activity identified in Schedule E.

F.2 In each Fiscal Year this Agreement is in effect, the amount that British Columbia will pay to the Toquaht Nation under F.1 will be multiplied by $FDDIPI_{FY}$ divided by $FDDIPI_{Q4_2014}$ as follows:

$$\$XXX \times \left(\frac{FDDIPI_{FY}}{FDDIPI_{Q4_2014}} \right)$$

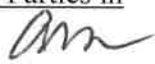
$FDDIPI_{FY}$ is the first published FDDIPI for the latest calendar quarter for which Statistics Canada has published an FDDIPI before that fiscal year.

$FDDIPI_{Q4_2014}$ is the value of FDDIPI for the fourth quarter of 2014 as published by Statistics Canada at the same time as the value used in FDDIPI.

SCHEDULE G
GAP CLOSING FUNDS

- G.1 This Schedule sets out the manner in which Toquaht Nation will receive its Gap Closing Funds.
- G.2 For clarity, receipt of the Gap Closing Funds does not in and of itself make Toquaht 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.
- G.3 Toquaht Nation's Gap Closing Funds include Gaps Funding for spending related to closing gaps in infrastructure, housing, or social well-being.

CANADA'S RESPONSIBILITIES

- G.4 In respect of the 2019/20 Fiscal Year, Canada will pay to Toquaht Nation \$275,000 by way of grant towards Data and Assessment Funding as defined in the Fiscal Financing Agreement Extension Agreement of April 10, 2019 and \$1,958,285 in Gaps Funding by way of grant, subject to the same terms and conditions as were agreed by the Parties in the Fiscal Financing Agreement Extension Agreement of April 10, 2019. 
- G.5 In respect of the 2020/21 Fiscal Year, Canada will pay to Toquaht Nation \$914,837 by way of grant towards Gaps Funding, on the condition that Toquaht Nation has submitted a Gaps Closing Plan to Canada that complies with the criteria set out in G.7, before March 31, 2021.

TOQUAHT NATION'S RESPONSIBILITIES

- G.6 Toquaht Nation must submit a Gaps Closing Plan to Canada in order to receive the amounts of Gaps Funding allocated for 2020/21.
- G.7 A Gaps Closing Plan is a document to address a deficit or need in infrastructure on Toquaht Nation Lands, housing on Toquaht Nation Lands, or in the social well-being of Toquaht 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. confirmation of Toquaht Nation's ability and intention to measure, track and report on progress toward closing the gap; and

Toquaht Nation 2019 Fiscal Financing Agreement

- e. confirmation that Toquaht Nation has existing or planned capacity to undertake the gap closing program or initiative.
- G.8 Toquaht 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.
- G.9 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, Toquaht Nation will participate in the development of such a report.
- G.10 Toquaht Nation may in its sole discretion decide to allocate the Gap Closing Funds to any category of socio-economic gaps pursuant to any Gap Closing Plan developed.

ANNEX 1 : 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 |
| | | |
| | | |
| | | |
| | | |