### **COMPREHENSIVE FUNDING AGREEMENT**

#### **BETWEEN:**

**HER MAJESTY THE QUEEN in right of Canada** as represented by the Minister of Indigenous Services and the Minister of Indian Affairs and Northern Development ("Canada").

# AND:

**DAKOTA PLAINS BAND**, a First Nation that is a "band" as defined in the *Indian Act*, as represented by its Chief and Councillors ("The Council").

#### **PREAMBLE**

WHEREAS the parties wish to enter into an agreement for the funding of certain Activities to be delivered by The Council.

**WHEREAS** this Agreement has been developed in the context of an ongoing initiative to establish a new fiscal relationship between First Nations and the Crown, whereby First Nations and the Crown seek to co-develop new approaches:

- to support capacity-building by First Nations and to empower First Nation councils to plan and invest based on their own socio-economic, education and health priorities;
- to work toward the closure of socio-economic gaps between First Nations and other peoples of Canada;
   and
- that are founded on a mutual accountability relationship whereby Canada and the First Nations are
  mutually accountable for the commitments they make to one another under the Agreement, while First
  Nations are primarily accountable to their Members.

**WHEREAS** Canada and The Council intend that nothing in this Agreement will have the effect of, or be interpreted as, limiting or expanding any fiduciary relationship between the Crown and First Nations people.

**WHEREAS** the parties anticipate that the terms and conditions of this Agreement may evolve over time and that such changes may be informed by policy processes between Canada and First Nations arising from their new fiscal relationship ("NFR"). Such changes may be introduced by way of amendments to this Agreement or through any successor agreements.

NOW THEREFORE, the parties agree as follows:

#### 1 Duration

1.1 This Agreement will be in effect from April 1st, 2019 (the "effective date") and will expire on March 31st, 2024, unless terminated earlier or shortened or extended by amendment.

# 2 Objective

2.1 The purpose of this Agreement is for Canada to provide the Funding to The Council for the delivery by it of the Activities in the community or communities that it serves.

### 3 Responsibility

3.1 Each party shall carry out its respective rights and obligations in accordance with the terms of this Agreement and applicable laws.

# 4 Relationship

4.1 The parties shall implement this Agreement in a spirit of cooperation and in good faith but each party shall act on its own behalf and not on behalf of the other party.

4.2 Nothing in this Agreement creates or is to be construed as creating a joint venture, legal partnership, service contract or principal and agent relationship between the parties, and neither party will represent itself to any third party as acting on behalf of the other, as being a joint-venturer, legal partner, a service procurer, service contractor, principal, agent or delegate of the other party.

# 5 Non- Derogation

- 5.1 Nothing in this Agreement will be construed to diminish, abrogate, derogate from, or prejudice any treaty or Aboriginal rights of The Council and nothing in this Agreement will:
  - (a) prejudice whatsoever any applications, negotiations or settlements with respect to land claims or land entitlement between the Crown and The Council;
  - (b) prejudice whatsoever the implementation of the inherent right to self-government nor prejudice in any way negotiations with respect to self-government involving The Council;
  - (c) be construed as modifying any existing treaty; or
  - (d) be construed to create a treaty within the meaning of the Constitution Act, 1982.

#### 6 Funding

- 6.1 Subject to the terms and conditions of this Agreement, Canada shall transfer the Funding to The Council by way of payment of the amounts set out in Schedule 4 in the initial and subsequent Fiscal Years. These amounts will be paid according to the schedule of periodic advance payments set out in Schedule 4.
- The parties acknowledge that, if this is a multi-year agreement, not all of the Funding for the full term of this Agreement may be set out in Schedule 4 at any given time. Funding for subsequent Fiscal Years may be determined or adjusted annually in accordance with the formulas or adjustment factors set out in Schedules 5 and 6, or other amendment process. Amendments to Schedule 4 for this purpose may be made by way of a NOBA or other amendment process.

# 7 Notice of Budget Adjustment (NOBA)

- 7.1 Canada may, by NOBA, amend Schedule 4 in order to adjust the Funding and/or periodic advance payments for one or more Fiscal Years.
- 7.2 A NOBA will be signed by Canada, set out the details of the Funding changes and contain an amended Schedule 4 for this Agreement.
- 7.3 A NOBA may not:
  - (a) reduce overall Funding except according to an adjustment factor or formula set out in Schedule 5 and 6; or
  - (b) modify the terms and conditions of this Agreement, except as provided for in subsection 7.1.

# 8 Multiple Departments

- 8.1 Where more than one Federal Department contributes any of the Funding under this Agreement on behalf of Canada:
  - (a) any Federal Department may transfer the Funding on behalf of other Federal Departments;
  - (b) Canada's rights and obligations under this Agreement may be carried out by any Federal Department.

# 9 Funding Subject to Appropriations and Departmental Funding Authorities

9.1 Notwithstanding any other provision of this Agreement, the amount and payment of any Funding

is subject to the appropriation of funds by the Parliament of Canada.

- 9.2 In the event that any funding authority of any Federal Department for which the Funding is provided is modified or cancelled by the Treasury Board of Canada or by that Federal Department, or if funding levels of any Federal Department are reduced or cancelled by Parliament for any Fiscal Year in which payment is to be made, Canada may adjust or cancel the Funding accordingly.
- 9.3 Where Set Funding, Fixed Funding or Flexible Funding is to be reduced or cancelled under subsection 9.2, Canada shall provide at least 60 days prior notice to The Council. This notice will specify the Activities, the Fiscal Year(s) and amounts in respect of which any such Funding will be reduced or cancelled.
- 9.4 Where any Block Funding, Grant Funding or NFR Grant Funding is to be reduced or cancelled under subsection 9.2 Canada shall provide at least 1 year's notice to The Council.

# 10 Exceptional Circumstances

If exceptional circumstances occur during the term of this Agreement which were not reasonably foreseeable at the date this Agreement came into effect and which have a significant impact on The Council's ability to fulfill the terms and conditions of this Agreement, The Council may return to the Federal Department that provides Funding for the Activity affected by the exceptional circumstances to request changes to the level of Funding for the affected Activity. If a Federal Department agrees to change the level of Funding, this Agreement will be amended accordingly.

#### 11 Deficits

11.1 The Council shall be responsible for any expenditure it makes in excess of the Funding.

### 12 Reports and Records

- 12.1 Each Fiscal Year, The Council shall prepare and submit to ISC all reports listed in Schedule 7 for that Fiscal Year in accordance with the requirements for each report set out in the *Reporting Guide* for that Fiscal Year.
- 12.2 If this Agreement covers more than one Fiscal Year, Canada may, on or before the start of each Fiscal Year, issue a new Schedule 7 for that Fiscal Year.
- 12.3 Each Fiscal Year, Canada shall publish the *Reporting Guide* no later than 90 days before the Fiscal Year. Canada may amend the *Reporting Guide* during a Fiscal Year for the same Fiscal Year only if the amendment arises from a Treasury Board requirement. Canada shall promptly notify The Council of any such amendment.
- 12.4 Subject to any statutory obligations that may apply to The Council, Canada may, by notice to The Council, extend the deadline for the receipt of any reports if The Council provides notice before the applicable due dates of circumstances beyond The Council's control preventing The Council from meeting the deadlines. Such a notice may only change the reporting date and no other reporting requirements, will be signed by Canada and will amend this Agreement in accordance with its terms.
- The Council shall retain all original financial and non-financial accounts and records, in paper or electronic form, that relate to the Activities and use of Funding under this Agreement, including accounts and records that are required to prepare reports under this Agreement, for a period of 7 years following the end of the last Fiscal Year to which the records relate. Such records, whether kept in paper or electronic form, must be organized, complete, legible and accessible.
- 12.6 ISC may deliver a copy of The Council's Consolidated Audited Financial Statements, together with all other financial reporting required under the *Reporting Guide*, to CIRNAC. ISC shall not provide a copy of such statements or reports to any other Federal Department or any third party except where agreed to in writing by The Council or where authorized or permitted by law.

# 13 Contracting-Out and Delegation

13.1 Subject to the other provisions of this section, either party may contract-out or delegate any of its funcations or obligations under this Agreement to any third party, including any contractor, delegate or agent and, in the case of The Council, an Agency. The parties acknowledge that they will remain responsible to the other for the performance of all such contracted or delegated matters.

13.2 If either party wishes to contract-out or delegate all or a substantial part of its functions or obligations under this Agreement to a third party or Agency, it shall: (i) enter into an agreement with the third party or Agency for that purpose; (ii) ensure that the third party or Agency complies with all requirements of this Agreement on its behalf; and (iii) make the agreement available to the other party upon request, subject to applicable laws.

Where statutory authority to act on behalf of a Federal Department is delegated to The Council, as in the case of delegated authority under sections 53 or 60 of the *Indian Act* to administer lands, The Council shall not delegate any of that authority.

# 14 Environmental Obligations

14.1 The Council and Canada shall cooperate to ensure that, with respect to any project to be undertaken by the The Council with any of the Funding, all applicable requirements of the Canadian Environmental Assessment Act, 2012 and any other applicable environmental laws will be followed.

#### 15 Indemnification

- The Council shall indemnify and save harmless the Crown, her Ministers, officers, employees, agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any acts or omissions of The Council or of any of its employees or agents in respect of or resulting from: (i) The Council's performance or non-performance of its obligations under this Agreement; or (ii) The Council entering into any loan, capital lease or other long term obligation.
- 15.2 Canada shall save harmless and indemnify The Council from and against all claims, liabilities and demands arising directly or indirectly from any breach of this Agreement by Canada.

#### 16 Set-Off

- Without limiting the scope of set-off or compensation rights available to the Crown at common law, under the *Civil Code of Québec*, under the *Financial Administration Act*, or otherwise, Canada may set-off or seek compensation against the Funding for:
  - (a) any amount that is a debt due to the Crown for Contribution Fundingand Grant Funding pursuant to section 18 of Schedule 2; and
  - (b) any amount that the The Council owes to the Crown under legislation or any other agreement of any kind.
- Where set-off or compensation by Canada against any of the Funding could create undue financial hardship for The Council or jeopardize the health and safety of Members, Canada may consider any written request or proposal from The Council to enter into a debt acknowledgement and repayment agreement with Canada to amortize the set-off or compensation amount over time.

# 17 Dispute Resolution

- 17.1 Canada and The Council shall attempt to negotiate a resolution to any disputes arising between them regarding the interpretation of a provision of this Agreement or the obligation of a party under this Agreement in a timely manner.
- 17.2 Canada and The Council may agree to non-binding mediation to resolve any dispute. In such case, each party shall bear its own costs and bear equally the costs of any independent third party appointed to assist the parties to try to resolve the dispute.

# 18 Evaluation

- Canada may, at any time during the term of this Agreement or within 7 years of its expiry or termination, carry out one or more evaluations of the effectiveness of this Agreement.
- The Council shall cooperate in the conduct of any such evaluation and provide Canada or its representatives such information as they require, including any records that are required to be retained under subsection 12.5.

# 19 Termination

- 19.1 Either party may terminate this Agreement by providing notice to the other party stipulating the reason for termination, provided that before any such termination can become effective:
  - (a) the parties exhaust the dispute resolution process if relevant to the termination; and
  - (b) the parties agree on a time frame to terminate the Agreement in a manner that will minimize impacts on Members.
- 19.2 In the event of the termination of this Agreement:
  - (a) The Council shall provide Canada with Consolidated Audited Financial Statements for all Funding together with all schedules and reports as required by the *Reporting Guide*, or such parts of that financial reporting as specified by Canada, within 120 days of the date of termination;
  - (b) subject to rights of set-off, Canada shall pay to The Council any Funding owed to The Council up to the termination date of this Agreement unless The Council and Canada agree otherwise in writing;
  - (c) without limiting any other obligation under this Agreement to repay amounts to Canada, The Council shall repay to Canada any unexpended Funding up to the termination date of this Agreement, and within 120 days thereof, unless The Council and Canada agree otherwise in writing; and
  - (d) The Council shall fulfill any other obligation relating to termination set out in any Schedule.

### 20 This Agreement

- 20.1 This Agreement constitutes the entire agreement between the parties and supersedes all discussions, negotiations and commitments in relation to the subject matter of this Agreement which may have preceded the signing of this Agreement. For greater certainty, this clause does not supersede or affect any obligations of the parties in relation to other subject matter, including obligations arising under prior or other funding agreements between the parties.
- 20.2 The following Schedules are attached to and form part of this Agreement:
  - SCHEDULE 1 Definitions
  - SCHEDULE 2 Contribution Funding (Set, Fixed, Flexible, Block) and Grant Funding
  - SCHEDULE 3 Intentionally Omitted
  - SCHEDULE 4 Funding and Schedule of Payments
  - SCHEDULE 5 Contribution Funding: Delivery Requirements and Funding Adjustment Factors
  - SCHEDULE 6 Intentionally Omitted
  - SCHEDULE 7 Reporting and Due Dates
- 20.3 Descriptive headings in this Agreement are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.
- 20.4 If the phrase "Intentionally Omitted" appears in this Agreement opposite a section number, it either means that that the section, which is normally contained in other template forms of this Agreement, is not applicable to this Agreement or has been omitted by agreement. The enumeration of such a section is left intact in order to avoid re-numbering of this Agreement.
- 20.5 All rights and obligations of the parties which expressly, or by their nature, survive termination or expiry of this Agreement will survive unless and until they are fulfilled, or by their nature expire. Without limiting the generality of the foregoing, the following sections or subsections contain rights and obligations of the parties that may or will remain in effect after the termination or expiry of this Agreement:
  - (a) Main body of this Agreement. 5 (Non-Derogation); 12 (Reports and Records); 13 Contracting-out and Delegation); 15 (Indemnification); 16 (Set-Off); 17 (Dispute Resolution); 18 (Evaluation); 19.2 (Termination consequential terms); and, 29 (Intellectual Property).
  - (b) Schedule 2 Contribution and Grant Funding: 12 (Reimbursement); any sections or subsections in sections 4-9 and 11-12 that concern spending or repayment of any Contribution Funding or Grant Funding that could apply following expiry of this Agreement; 14 (Default); 15 (Remedial Measures); 18 (Repayment); 20 (Audit); and, 23 (Where Reporting

or Disclosure Requirements are not met).

- (c) Schedule 3 NFR Grant Funding: 3 (NFR Grant Funding Use and Retention); 5.4 and 6.1 (certain elements of mutual accountability); and, 8 (Evaluation).
- 20.6 This Agreement will be interpreted in accordance with the laws of Canada and the applicable laws of the Province or Territory in which the Activities are undertaken or delivered.
- 20.7 All references throughout this Agreement to legislation and particular government publications are deemed to refer to the legislation and government publication in force or issued at the effective date of this Agreement, and include any subsequent amendments or replacements thereof

#### 21 Amendments

21.1 All amendments to this Agreement are to be made in writing and signed by both parties, except in the following cases where Canada shall sign the notices alone: by NOBA; by a reporting extension notice issued by Canada under subsection 12.4; or by notice of acceptance for periodic payment changes under section 3 of Schedule 2.

#### 22 Waiver

- 22.1 No provision of this Agreement and no event of default by The Council or Canada of any provision of this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the party waiving.
- The waiver by a party of a default by the other party or of any provision of this Agreement will not be deemed to be a waiver of any subsequent default by the other party or of the same or any other provision of this Agreement.

#### 23 Assignment

- 23.1 The parties may contract-out or delegate any of their obligations under this Agreement to a third party in accordance with section 13, but shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other party.
- 23.2 This Agreement is binding upon the parties and their respective administrators and successors and permitted assigns.

# 24 Lobbyists

- 24.1 The Council represents and warrants that it and any person lobbying on its behalf to obtain Funding has been, is, and will continue to remain in compliance with the *Lobbying Act*.
- 24.2 The Council represents and warrants that it has not and will not make any payment to any individual or entity that is in whole or in part contingent upon the solicitation of the Funding or the negotiating/signing of this Agreement or any amendment hereto.

# 25 Warranty of Authority

25.1 The parties confirm that they each have the authority and the capacity necessary to enter into this Agreement and that their representatives have the authority to enter into this Agreement on their behalf.

# 26 Communications Related to Funding

26.1 Each party reserves the right to communicate to the public about the terms of this Agreement by way of, but not limited to, announcements, interviews, speeches, press releases, publications, signage, websites, advertising and promotional materials. The timing of these communications will be at the discretion of the party giving the communication. However, the party giving the communication will notify the other party in advance of any significant public event or news release in order to provide to the other party an opportunity to participate in a joint announcement or in the development of joint communications materials.

# 27 Conflict of Interest Regarding Federal Officials

27.1 The Council declares and shall ensure that:

- (a) no member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement or to any benefit arising from it; and
- (b) no individual to whom the Conflict of Interest Act, the Conflict of Interest and Postemployment Code for Public Office Holders, the Values and Ethics Code for the Public Sector, the Values and Ethics Code for the Public Service, the Policy on Conflict of Interest and Post-Employment, or the values and ethics code of any Federal Department apply will derive any direct benefit from this Agreement unless that individual is in compliance with the Act and all of the applicable codes and policies noted above.

#### 28 Public Disclosure

28.1 Without limiting any right, obligation or capacity of Canada to disclose information, Canada may publicly disclose the name and address of The Council, the amount of Funding, the nature of the Activities for which Funding is provided, and any information relating to the Funding that the *Reporting Guide* states that Canada may publicly disclose.

### 29 Intellectual Property

- 29.1 All intellectual property that arises out of or under this Agreement will be owned by The Council or a third party as may be set out in an agreement between The Council and such third party.
- 29.2 The Council hereby grants to Canada a non- exclusive, royalty-free, fully-paid, perpetual, worldwide, and irrevocable licence to exercise all intellectual property rights that arise under this Agreement for any Crown purpose.
- 29.3 The Council shall secure all necessary rights to give effect to the licence granted under this Agreement.

#### 30 Provision of Federal Department Policies and Guidelines

30.1 Each Federal Department shall, upon request, provide to The Council any publically available policies or guidelines of that Federal Department that are relevant to the provision of any Funding or the exercise of Canada's rights and obligations under this Agreement. For greater certainty, in the event of any conflict between the terms of any such policy or guideline and this Agreement, the terms of this Agreement shall prevail.

#### 31 Notices

- 31.1 Notices, requests, reports and documents referred to or required by this Agreement must be in writing and, unless notice to the contrary is given by the receiving party, shall be addressed to the receiving party at the following addresses:
  - (a) Canada at:

Indigenous Services Canada, Manitoba Region

Regional Operations 200-365 Hargrave Street Winnipeg MB R3B 3A3 First Nations and Inuit Health 300-391 York Avenue Winnipeg MB R3C 4W1

(b) The Council at:

DAKOTA PLAINS BAND

PO Box 1246 Portage La Prairie MB R1N 3J9

31.2 Notices, requests, reports and documents may be sent by any method of delivery or telecommunication and will be deemed to have been received: (i) by registered mail when the postal receipt is acknowledged by the receiving party; (ii) by facsimile or electronic mail when transmitted and receipt is confirmed; and (iii) by personal delivery, messenger or courier when delivered.

### 32 Execution

32.1 This Agreement is signed on behalf of The Council and on behalf of Canada by their duly

authorized representatives.

32.2 This Agreement may be signed in identical counterparts, each of which constitutes an original, and such counterparts taken together will constitute one agreement. The signatures of the parties need not appear on the same counterpart, and executed counterparts may be delivered by facsimile or in electronically scanned form by electronic mail.

# HER MAJESTY THE QUEEN IN RIGHT OF CANADA DAKOTA PLAINS BAND as represented by the Minister of Indigenous Services

by:		by:	
	Regional Director General, Manitoba Region Regional Operations Indigenous Services Canada	Date:	Chief
Date:			
		by:	
	and a district of the district		Councillor
	presented by the Minister of Indian Affairs and ern Development	Date:	
by:			
	Regional Director General, Manitoba Region Regional Operations	by:	
	Indigenous Services Canada	-	Councillor
Date:		Date:	

Quorum 2

# SCHEDULE 1 DEFINITIONS

In this Agreement, the following terms have the following meanings. These definitions apply equally to the singular and plural forms of the terms defined:

- "Activity" means any program, service, activity, initiative or project listed in Schedule 4 under the heading Program Service Area/Program Inventory/ Budget Activity/Functional Area.
- "Agency" means any authority, board, committee, or third party authorized to carry out any functions or Activities under this Agreement on behalf of The Council.
- "Agreement" means this Comprehensive Funding Agreement and includes all Schedules and any amendments to this Agreement.
- "Block Funding" means that portion of the Funding, if any, set out in Schedule 4 under the heading "Block Funding".
- "CIRNAC" stands for Crown-Indigenous Relations and Northern Affairs Canada, an applied title for the Department of Indian Affairs and Northern Development (DIAND).
- "Consolidated Audited Financial Statements" means The Council's annual consolidated financial statements that are prepared and audited in accordance with the *Reporting Guide*.
- "Contribution Funding" means Set Funding, Fixed Funding, Flexible Funding and Block Funding.
- "Cost-Sharing" means a requirement set out in Schedule 5 for The Council to supplement any Set, Fixed, Flexible or Grant Funding for an Activity with funding from other sources.
- "Crown" means Her Majesty the Queen in right of Canada.
- "days" means calendar days, unless otherwise indicated.
- "Delivery Requirements" means the requirements for Contribution Funding set out in Schedule 5.
- "Federal Department" means a federal department or federal government institution with respect to which a Minister representing the Crown in this Agreement presides and through which the Crown provides any of the Funding.
- "First Nation" means a "band" within the meaning of the Indian Act.
- "Fiscal Year" means any period during the term of this Agreement, commencing on April 1st and ending on March 31st of the year immediately following, and includes part thereof in the event this Agreement commences after April 1st or expires or terminates before March 31st.
- "Fixed Funding" means that portion of the Funding, if any, set out in Schedule 4 under the heading "Fixed Funding".
- "Flexible Funding" means that portion of the Funding, if any, set out in Schedule 4 under the heading "Flexible Funding".
- **"Funding"** means the amounts payable or paid by Canada to The Council under this Agreement, consisting of all Set Funding, Fixed Funding, Flexible Funding, Block Funding and Grant Funding.
- **"Grant Funding"** means that portion of the Funding, if any, set out in Schedule 4 under the heading "Grant Funding" and that is subject to Canada's pre-established eligibility requirements.
- "Health Activities" means the Activities set out in Schedule 4 that are related to health.
- "ISC" means the Department of Indigenous Services Canada.
- "main body of this Agreement" means that portion of this Agreement that precedes this Schedule.

"Management Action Plan" means a plan, developed by The Council and acceptable to Canada, which reflects measures to be taken by The Council to remedy a default under this Agreement as it applies with Contribution Funding and Grant Funding.

"Mandatory Activities" means the following Activities for the purposes of Flexible Funding:

(i) "Communicable Disease Control", "Environmental Public Health", and/or "Treatment Services" as identified in Schedule 4.

and means the following Activities for the purposes of Block Funding:

- (i) "Communicable Disease Control", "Environmental Public Health", and/or "Treatment Services" as identified in Schedule 4; and
- (ii) each Activity found in any table entitled "Block Activity Delivery Requirements" in Schedule 5.

"Member" means a person whose name appears on the band list of The Council maintained by the Department of Indian Affairs and Northern Development or The Council in accordance with the *Indian Act*.

"Notice of Budget Adjustment" or "NOBA" means a notice, issued by Canada, which amends this Agreement to adjust Funding and/or periodic advance payments in accordance with section 7 of the main body of this Agreement.

"Reporting Guide" means the applicable reporting guide for each Fiscal Year issued by Canada prior to the commencement of that Fiscal Year that sets out accounting and reporting requirements for this Agreement.

"Schedule" means any schedule to this Agreement.

"Set Funding" means that portion of the Funding, if any, set out in Schedule 4 under the heading "Set Funding".

"Third Party Funding Agreement Manager" means a third party, appointed by Canada, that administers Funding otherwise payable to The Council and undertakes The Council's obligations under this Agreement, in whole or in part, and that may assist The Council to remedy default under this Agreement.

#### **SCHEDULE 2**

### CONTRIBUTION FUNDING (SET, FIXED, FLEXIBLE, BLOCK) AND GRANT FUNDING

# 1 Application

1.1 All Set, Fixed, Flexible, Block and Grant Funding will be provided subject to and in accordance with: (i) the main body of this Agreement; (ii) this Schedule; and (iii) the applicable terms of the other Schedules.

#### 2 Formula-based or Factor-based Funding Adjustments

2.1 Where the amount of any Contribution Funding or Grant Funding will change in accordance with a predetermined adjustment factor or formula set out in Schedule 5, Canada shall, by NOBA or other amendment process, amend Schedule 4 accordingly.

### 3 Adjustment of Cash Flow

- 3.1 The Council may request adjustment of any periodic payment set out in Schedule 4 for an Activity where its differs from its anticipated expenditures for the corresponding period. In this case, The Council shall propose adjustments to that Schedule accordingly. Canada shall notify The Council of acceptance or rejection of the proposed adjustments within 30 days of The Council's notification. Where Canada accepts the proposed adjustments, Canada shall issue a notice of acceptance or a NOBA containing the revised Schedule 4.
- 3.2 The total annual funding amount for an Activity set out in Schedule 4 may not be changed under subsection 3.1.

#### 4 Set Funding

- 4.1 The Council may only expend Set Funding:
  - (a) for each of the Activities for which it is allocated in Schedule 4 under the heading Set Funding (or SET) or reallocated in accordance with this section;
  - (b) in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements; and
  - (c) during the Fiscal Year in which the annual amount of the Set Funding is payable by Canada.
- 4.2 The Council may, with the written agreement of Canada, reallocate any Set Funding among any Functional Areas within the same Budget Activity set out in Schedule 4 during the same Fiscal Year.
- 4.3 The Council shall immediately notify Canada in writing during a Fiscal Year if it anticipates having unexpended Set Funding for that Fiscal Year.
- 4.4 If, at the end of a Fiscal Year and following any reallocation permitted in this section, The Council has not expended all Set Funding as allocated for each Activity for that Fiscal Year, The Council shall repay the unspent amount to Canada. If Cost-Sharing applies to the Activity, The Council shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all sources.
- 4.5 Subject to the funding provisions of this Agreement, Canada shall reimburse to The Council any shortfall in Set Funding for any Activity that is described in the Delivery Requirements as being subject to full reimbursement.

# 5 Fixed Funding

- 5.1 The Council may only expend Fixed Funding:
  - (a) for each of the Activities for which it is allocated in Schedule 4 under the heading Fixed Funding (or FIXED) or reallocated in accordance with this section; and
  - (b) in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements.

5.2 Unless Schedule 5 provides otherwise, The Council may reallocate any Fixed Funding among any Functional Area within the same Budget Activity set out in Schedule 4 during a Fiscal Year, provided that Activities are delivered in that Fiscal Year.

- 5.3 Subject to paragraph 19.2(c) of the main body of this Agreement, The Council may retain and use unexpended Fixed Funding from a Fiscal Year in respect of an Activity funded by Fixed Funding, if all of the following conditions have been met:
  - (a) The Council expends the unexpended Fixed Funding in the 1 year period immediately following the Fiscal Year for which the Fixed Funding was provided, including the 1 year after the expiry of the agreement, if applicable:
    - (i) on an Activity that is similar to and has the same purpose as the Activity for which the Fixed Funding was provided; or
    - (ii) in accordance with a plan for expenditure of the unexpended Fixed Funding that is submitted by The Council to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to The Council;
  - (b) an unexpended amount from any Health Activities may not be expended on any non-Health Activities, nor may any unexpended amount for any non-Health Activities be expended on any Health Activities; and
  - (c) The Council reports on its expenditure of the unexpended Fixed Funding in accordance with the *Reporting Guide.*
- 5.4 Subject to subsections 5.2 and 5.3, if The Council has not expended all Fixed Funding allocated for each Activity for that Fiscal Year, The Council shall repay the unspent amount to Canada. If Cost-Sharing applies to the Activity, The Council shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all required sources.

# 6 Flexible Funding

- 6.1 The Council may only expend Flexible Funding:
  - (a) for each of the Activities for which it is allocated in Schedule 4 under the heading Flexible Funding (or FLEX) or reallocated in accordance with this section; and
  - (b) in accordance with the terms and conditions of this Agreement for those Activities including those set out in the Delivery Requirements.
- 6.2 Unless Schedule 5 provides otherwise, The Council may reallocate any Flexible Funding as follows, provided that all Mandatory Activities, funded by Flexible Funding, are delivered in that Fiscal Year:
  - (a) with respect to non-Health Activities, among any other Functional Areas that have Flexible Funding that falls under the same Program Inventory (and within the same Program Service Area) according to Schedule 4, during a Fiscal Year; and
  - (b) with respect to Health Activities, among any Functional Areas that have Flexible Funding that falls under Program Service Areas with the same 3 letter prefix, irrespective of the Program Inventory, according to Schedule 4, during a Fiscal Year.
- Subject to paragraph 19.2(c) of the main body of this Agreement, if at the end of a Fiscal Year other than the final Fiscal Year, The Council has not expended all Flexible Funding for that Fiscal Year, The Council may retain the unspent amount for expenditure in a subsequent Fiscal Year if all of the following conditions are met:
  - (a) The Council expends the unexpended Flexible Funding:
    - (i) on an Activity that is similar to and has the same purpose as the Activity for which the Flexible Funding was provided; or
    - (ii) in accordance with a plan for expenditure of the unexpended Flexible Funding that is submitted by The Council to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to The Council;
  - (b) an unexpended amount from any Health Activities may not be expended on any non-Health Activities, nor may any unexpended amount for any non-Health Activities be expended on any

Health Activities; and

(c) The Council reports on its expenditure of the unexpended Flexible Funding in accordance with the *Reporting Guide*.

6.4 Subject to subsection 6.3, following any reallocation permitted in this section, The Council shall repay any unexpended Flexible Funding following the expiry or termination of this Agreement. If Cost-Sharing applies to the Activity, The Council shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all required sources.

#### 7 Block Funding

- 7.1 The Council may only expend any Block Funding:
  - (a) for the Activities under the heading Block Funding (or BLOCK) in Schedule 4 or in accordance with this section; and
  - (b) in accordance with the terms and conditions of this Agreement for those Activities including those set out in the Delivery Requirements.
- 7.2 Subject to subsection 7.4, expenditures in a Fiscal Year for Activities funded by Block Funding will be against the aggregate of all annual amounts allocated in that Fiscal Year for those Activities.
- 7.3 Subject to subsection 7.4, and provided that Mandatory Activities, funded by Block Funding, are delivered in the relevant Fiscal Year, The Council may expend Block Funding on any Activities funded by Set, Fixed, Flexible or Grant Funding during that Fiscal Year if The Council submits a written plan to Canada for such expenditures and Canada accepts the plan by notice to The Council.
- 7.4 Block Funding allocated for any Health Activities may not be expended on any non-Health Activities, nor may any Block Funding allocated for any non-Health Activities be expended on any Health Activities.
- 7.5 If, at the end of a Fiscal Year, The Council has not expended all Block Funding for that Fiscal Year after: (i) delivering all Mandatory Activities funded by Block Funding; and (ii) making expenditures on any non-Block Activities under subsection 7.3, The Council may, subject to paragraph 19.2(c) of the main body of this Agreement, retain any unexpended Block Funding for use in a subsequent Fiscal Year or after the expiry of this Agreement, provided that The Council:
  - (a) uses the unexpended Block Funding:
    - (i) for purposes consistent with the Activities funded by Block Funding; or
    - (ii) in accordance with a written plan submitted by it to Canada within 120 days following the end of the Fiscal Year in question and such plan is accepted by Canada by notice to The Council;
  - (b) an unexpended amount from any Health Activities may not be expended on any non-Health Activities, nor may any unexpended amount for any non-Health Activities be expended on any Health Activities; and
  - (c) reports on the use of unexpended Block Funding in accordance with the *Reporting Guide* issued for the Fiscal Year in which the unexpended Block Funding is used.

# 8 Limit on Reallocation of Contribution Funding

8.1 Notwithstanding sections 4 to 7 of this Schedule The Council may not reallocate, to other Activities, any Contribution Funding from Non-Insured Health Benefits programs, the Indian Residential Schools Resolution Health Support program, the Health Services Integration Fund, the Jordan's Principle-Child First Initiative or the Capital Investments Functional Area according to Schedule 4.

### 9 Grant Funding

- 9.1 The Council may only expend the Grant Funding for the Activities for which it is allocated in Schedule 4 under the heading Grant Funding.
- 9.2 Subject to paragraph 19.2(c) of the main body of this Agreement, The Council may retain any unexpended Grant Funding in a subsequent Fiscal Year and after the expiry of this Agreement.
- 9.3 If at any time, The Council no longer meets Canada's eligibility requirements for Grant Funding for any

Activity, Canada may require The Council to repay to Canada up to the full amount of the Grant Funding paid to The Council for that Activity of the Grant Funding.

#### 10 Loans

- 10.1 Where the Delivery Requirements for an Activity permit the making of loans, The Council may make loans from the Contribution Funding or Grant Funding for that Activity provided that:
  - (a) the loans are directly related to the specific Activity and will not be made for personal use; and
  - (b) The Council's loan policy is in writing and available to Members and Canada upon request, and
  - (c) all loans are evidenced by an agreement in writing between The Council and each borrower.

### 11 Eligible Expenses - General

11.1 In addition to the requirements of sections 4 to 10 of this Schedule, The Council may only expend Contribution Funding and Grant Funding where the expense is: (i) directly related to the carrying out of The Council's responsibilities under this Agreement; and (ii) The Council follows generally accepted business practices in negotiating the price and other terms and conditions for the expenditure.

#### 12 Reimbursement of Ineligible Expenditures

- 12.1 For each Activity identified as Set, Fixed and Flexible in Schedule 4, The Council shall repay to Canada any expenditure it makes against annual amounts allocated in that Schedule for that Activity that is not in accordance with the terms and conditions of this Schedule or the Delivery Requirements set out in Schedule 5 for that Activity, unless Canada agrees otherwise in writing.
- 12.2 Subject to subsections 7.3 and 7.4, The Council shall repay to Canada any expenditure it makes in a Fiscal Year against the total of annual amounts for Activities funded by Block Funding where that expenditure is not in accordance with the Delivery Requirements for at least one of those Activities.
- 12.3 If Cost-Sharing applies to any Activity according to the Delivery Requirements, The Council shall instead repay to Canada an amount, proportional to Canada's funding share, of any expenditure against the annual amounts from all required sources allocated for that Activity that is not in accordance with the terms and conditions of this Schedule or the Delivery Requirements.

# 13 Stacking of Assistance

13.1 The Council shall provide notice to Canada, prior to the end of each Fiscal Year, if The Council receives funding assistance from the Crown (other than as contained in this Agreement) or from any provincial, territorial or municipal government that may be used for any of the Activities. In such case, Canada may require The Council to repay the lesser of: (i) any amount of the Funding that Canada considers a duplication of the funding from the other sources; and (ii) the amount, if any, that The Council receives from all the Canadian government sources noted above that exceeds the reasonable cost of the Activities.

# 14 Default

- 14.1 The Council will be in default of this Agreement in the event:
  - (a) The Council defaults on any of its obligations set out in this Agreement or any other agreement through which a Federal Department provides funding to The Council;
  - (b) the auditor of The Council gives a disclaimer of opinion or adverse opinion on the Consolidated Audited Financial Statements of The Council in the course of conducting any audit under this Agreement or any previous agreement under which a Federal Department provides funding to The Council;
  - (c) Canada, having regard to The Council financial statements and any other financial information relating to The Council reviewed by Canada, determines the financial position of The Council is such that the delivery of any Activity is at risk; or
  - (d) Canada determines the health, safety or welfare of Members is at risk of being compromised.

# 15 Remedies on Default

- 15.1 Without limiting any remedy or other action Canada may take under this Agreement, in the event The Council is in default under this Agreement, the parties will communicate or meet to review the situation.
- 15.2 In the event The Council is in default under this Agreement, Canada may take one or more of the following actions as may reasonably be necessary, having regard to the nature and extent of the default:
  - (a) require The Council to develop and implement a Management Action Plan within 60 days, or at such other time as the parties may agree upon and set out in writing;
  - (b) require The Council to seek advisory support acceptable to Canada;
  - (c) appoint, upon providing notice to The Council, a Third Party Funding Agreement Manager;
  - (d) withhold any Funding otherwise payable under this Agreement;
  - (e) require The Council to take any other reasonable action necessary to remedy the default;
  - (f) take such other reasonable action as Canada deems necessary, including any remedies which may be set out in any Schedule; or
  - (g) terminate this Agreement.

#### 16 Repayment

- 16.1 The Council shall, at such times as this Agreement specifies and otherwise upon written demand, repay to Canada any amount of the Contribution Funding and Grant Funding which:
  - (a) has not been accounted for by The Council in accordance with this Agreement;
  - (b) is spent by The Council for purposes other than those authorized under this Agreement;
  - (c) Canada determines to be a recoverable stacking amount under section 13 of this Schedule; or
  - (d) is an overpayment or any other amount that is repayable by The Council under this Agreement.

Such amounts are debts due to the Crown.

16.2 Interest will be charged on any debts in accordance with the *Interest and Administrative Charges Regulations* and also constitutes a debt due to the Crown.

# 17 Non-Monetary Contributions

- 17.1 Canada may provide a contribution of goods or services to The Council to support The Council's delivery of any Activities.
- 17.2 Any non-monetary contribution with a value of up to \$5,000 may be made by way of Canada:
  - (a) delivering the goods and/or services to The Council; and
  - (b) issuing a notice of non-monetary contribution ("NONMC") to The Council for the delivery of the contributed goods or services pursuant to this section.
- 17.3 A NONMC will be signed by Canada and will:
  - (a) list each of the goods and/or services to be contributed;
  - (b) set out the location where each of the goods and/or services will be delivered and the expected date or time period for such delivery;
  - (c) indicate the value of the non-monetary contribution based on Canada's actual costs for the purchase and delivery of the contributed goods and/or services, or the fair market value of the foregoing (whichever is less); and
  - (d) be issued prior to or upon delivery of the goods and/or services and include conditions for the contribution, including any reporting conditions.

- 17.4 Any non-monetary contribution with a value in excess of \$5,000 may be made by way of:
  - (a) Canada and The Council entering into a non-monetary contribution agreement.
- 17.5 Where Canada contributes goods and/or services under this section, The Council shall:
  - use the goods or services solely for the purposes of delivering Activities as specified in the NONMC or as otherwise agreed between the parties in writing;
  - (b) comply with the conditions set out in the NONMC; and
  - (c) account for the non-monetary contribution in its Consolidated Audited Financial Statements.

#### 18 Audit

- 18.1 This section only applies to Contribution Funding.
- 18.2 Canada may audit or cause to have audited the accounts and records of The Council and any Agency at any time during the term of this Agreement or within 7 years of the termination or expiry of this Agreement, in order to:
  - (a) assess or review The Council's compliance with the terms and conditions of this Agreement;
  - (b) review The Council's program management and financial control practices in relation to this Agreement; or
  - (c) confirm the integrity of any data which has been reported by The Council pursuant to this Agreement.
- 18.3 The scope, coverage and timing of any audit will be determined by Canada and may be carried out by one or more auditors employed or contracted by Canada.
- 18.4 Canada shall notify The Council at least 2 weeks in advance of an audit under this section.
- 18.5 In the event of an audit under this section, The Council shall, upon request:
  - (a) provide the auditors with all accounts and records of The Council relating to this Agreement and to the Contribution Funding, including all original supporting documentation (whether in paper or electronic form);
  - (b) allow those auditors to inspect such accounts and records and, except where prohibited by law, to take copies and extracts of such accounts and records;
  - (c) provide to those auditors such additional information as they may require with reference to such accounts and records;
  - (d) provide all necessary assistance to those auditors, including providing them with access to The Council's premises;
  - (e) direct any entity that has provided accounting or record-keeping services to The Council to provide copies of those accounts and records to the auditors; and
  - (f) give consent to The Council's auditors to allow access by Canada's auditors to working papers of The Council's auditors that support the opinion or disclaimer of opinion on Consolidated Audited Financial Statements.
- 18.6 If at any time during the term of this Agreement, Canada is of the opinion that there may have been a default, the 2 week notice period will not apply and The Council shall, on request, provide Canada with immediate access to its accounts, records and supporting documentation (whether in paper or electronic form) relating to the Contribution Funding, or those of any Agency.
- 18.7 The accounts and records Canada may audit or cause to have audited under this section include records maintained under any previous funding agreement through which the Crown has provided funding to The Council that, in the opinion of any auditor employed or contracted by Canada, may be relevant to the audit.

18.8 An audit under this section does not limit:

- (a) Canada's right to conduct an evaluation of this Agreement under section 18 of the main body of this Agreement;
- (b) The Council's obligation to provide Consolidated Audited Financial Statements to Canada; or
- (c) Canada's right to appoint an independent auditor or to require The Council to appoint an independent auditor under section 21 of this Schedule where Consolidated Audited Financial Statements have not been provided to Canada by The Council.

#### 19 Intentionally Omitted

### 20 Accountability to Members

- 20.1 The Council shall maintain a system of accountability toward its Members which provides, at a minimum, for transparency and openness relating to this Agreement by keeping the following documents readily available to any Member upon request, at no charge beyond the reasonable cost of reproducing documents:
  - (a) this Agreement and any plans or budgets created by The Council for this Agreement;
  - (b) any Management Action Plan, and any amendments to it;
  - (c) The Council's Consolidated Audited Financial Statements, including the auditor's report; and
  - (d) any other reports or evaluations required by this Agreement.
- 20.2 The Council shall also include at least the following processes in its system of accountability, and The Council shall provide a copy of policies relating to these matters to any Member or other person to whom Activities are provided, upon request, at no charge beyond the reasonable cost of reproducing documents:
  - (a) written standards, policies or procedures of The Council relating to the provision of the Activities;
  - (b) a redress process for any disputes or complaints about the delivery of any Activities; and
  - (c) a conflict of interest policy for The Council officers, councillors, directors and volunteers who work for or manage The Council.
- 20.3 In the event of an inconsistency or conflict between the system of accountability established by The Council pursuant to this section and the terms of this Agreement, this Agreement will prevail.

#### 21 Where Reporting or Disclosure Requirements not met

- 21.1 Without limiting remedies available to Canada under this Agreement, if The Council defaults in its obligation under this Agreement or any predecessor to provide Canada with Consolidated Audited Financial Statements, together with all schedules and reports required under the *Reporting Guide*, Canada may:
  - (a) require that an independent auditor who is a member in good standing of a corporation, institute or association of accountants incorporated under an Act of the legislature of the Province or Territory in which The Council has its administrative offices be engaged immediately by The Council at The Council's cost and that the Consolidated Audited Financial Statements, together with all schedules and reports required under the *Reporting Guide*, be delivered within a reasonable time as Canada may determine; or
  - (b) appoint an independent auditor who is a member in good standing of a corporation, institute or association of accountants incorporated under an Act of the legislature of the Province or Territory in which The Council has its administrative offices and in which case:
    - The Council shall provide the auditor appointed by Canada with full access to its financial records and provide such other information as the auditor may require to perform the audit;
    - (ii) The Council shall reimburse Canada for all costs incurred in having the audit conducted.

(c) Without limiting remedies available to Canada set out in this Agreement, if The Council defaults on its obligation to make any Management Action Plan, or Consolidated Audited Financial Statements, together with all schedules and reports required under the *Reporting Guide*, readily available to Members that request them, Canada may make those documents available to those Members.

# **SCHEDULE 4:**

# 1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan As Of 2019/03/02

Arrangement #: 1920-MB-000011

Arrangement Type: CFA

Recipient: 0288 - DAKOTA PLAINS BAND

Fiscal Year: 2019-2020

•	II: UZ88 - DAN OUS SERVICES		BAND					FISCALY	ear: <b>2019-202</b>	.0					
Seq.	01 APR	02 MAY	03 JUN	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	POOL	Holdback	Allocation Total \$
FIXED (	CONTRIBUTION	ON FUNDING	(FIXED)							•			•		
PROGRA	M SERVICE ARE	A / PROGRAM I	NVENTORY / BL	JDGET ACTIVITY	/ FUNCTIONAL	AREA									
Р	rogram Service	Area: Communi	y Infrastructure	)											
	Program Inver	tory: OTHER Co	OMM INFRA & A	CTIV CCC	9 - D0059										
	Budget Act	ivity: O&M-INFR	A ASSETS & FA	AC - B5912									Fund: 379		
	Functional	Area: FIRE PRO	TECTION - Q3B	G (C0000 - DEFA	ULT ACCOUNT)	(2024/03/31)						Cost	Center: A05086		
001															
PROGRA	M SERVICE ARE	A / PROGRAM I	NVENTORY / BL	JDGET ACTIVITY	/ FUNCTIONAL	AREA									
P	rogram Service	Area: Communit	y Infrastructure	•											
	Program Inver	tory: OTHER CO	OMM INFRA & A	CTIV CCC	9 - D0059										
	Budget Act	ivity: O&M-INFF	A ASSETS & FA	AC - B5912									Fund: 379		
	Functional	Area: ROADS A	ND BRIDGES - C	Q3BH (C0000 - DE	FAULT ACCOU	NT) (2024/03/31)	<u> </u>					Cost	Center: A05086		
001	3,041.00	3,041.00	3,041.00	3,041.00	3,041.00	3,041.00	3,041.00	3,041.00	3,041.00	3,041.00	3,041.00	3,185.00	0.00	0.00	36,636.00
PROGRA	M SERVICE ARE	A / PROGRAM I	NVENTORY / BU	JDGET ACTIVITY	/ FUNCTIONAL	AREA									
P	rogram Service	Area: Communi	y Infrastructure	)											
	Program Inver	tory: OTHER CO	OMM INFRA & A	CTIV CCC	9 - D0059										
	•	ivity: O&M-INFF											Fund: 379		
				- Q3BK (C0000 -		, , <u>, , , , , , , , , , , , , , , , , </u>						Cost	Center: A05086		_
001	547.00	547.00	547.00	547.00	547.00	547.00	547.00	547.00	547.00	547.00	547.00	577.00	0.00	0.00	6,594.00
				JDGET ACTIVITY	/ FUNCTIONAL	AREA									
P	Program Service	Area: Communit	y Infrastructure	•											
	•	tory: OTHER CO			9 - D0059										
	J	ivity: O&M-INFR											Fund: 379		
				Q3BO (C0000 - DE							-		Center: A05086		1
001	434.00	434.00	434.00	434.00	434.00	434.00	434.00	434.00	434.00	434.00	434.00	449.00	0.00	0.00	5,223.00
				JDGET ACTIVITY	/ FUNCTIONAL	AREA									
P	rogram Service	Area: Communi	y Infrastructure	)											

2019/03/02 - 15:14:32

# **SCHEDULE 4:**

# 1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan As Of 2019/03/02

Arrangement #: 1920-MB-000011

Arrangement Type: CFA
Recipient: 0288 - DAKOTA PLAINS BAND

Recipier	t: <b>0288 - DAK</b>	OTA PLAINS	BAND					Fiscal Y	ear: <b>2019-202</b> 0	0					
INDIGEN	01														
Seq.	-			-						-			POOL	Holdback	Allocation Total \$
	Program Inven	ntory: OTHER CO	OMM INFRA & A	стіу сссі	09 - D0059										
	Budget Act	ivity: O&M-INFR	RA ASSETS & FA	C - B5912									Fund: 379		
	Functional A	Area: SOLID WA	STE - Q3BT (C0	000 - DEFAULT	ACCOUNT) (202	4/03/31)						Cost	Center: A05086		
001	532.00	532.00	532.00	532.00	532.00	532.00	532.00	532.00	532.00	532.00	532.00	562.00	0.00	0.00	6,414.00
PROGRA	M SERVICE ARE	A / PROGRAM I	NVENTORY / BU	IDGET ACTIVITY	/ FUNCTIONAL	AREA									
P	rogram Service	Area: Communit	ty Infrastructure												
	Program Inven	tory: WATER &	WASTEWATER	CCC06	6 - D0056										
	Budget Act	tivity: O&M-WTR	&WASTEWATE	R INFRA - B5612	!								Fund: 379		
	Functional Area: WASTEWATER SYSTEMS - Q35A (C0000 - DEFAULT ACCOUNT) (2024/03/31)  Cost Center: A05086														
001	3,346.00	3,346.00	3,346.00	3,346.00	3,346.00	3,346.00	3,346.00	3,346.00	3,346.00	3,346.00	3,346.00	3,503.00	0.00	0.00	40,309.00
PROGRA	M SERVICE ARE	A / PROGRAM I	NVENTORY / BU	IDGET ACTIVITY	/ FUNCTIONAL	AREA									
P	rogram Service	Area: Communit	ty Infrastructure												
	Program Inven	ntory: WATER &	WASTEWATER	CCC06	6 - D0056										
	•	ivity: O&M-WTR											Fund: 379		
	Functional	Area: WATER S	YSTEMS - Q35B	(C0000 - DEFAU	LT ACCOUNT)	2024/03/31)						Cost	Center: A05086		
001	2,754.00	2,754.00	2,754.00	2,754.00	2,754.00	2,754.00	2,754.00	2,754.00	2,754.00	2,754.00	2,754.00	2,881.00	0.00	0.00	33,175.00
PROGRA	M SERVICE ARE	A / PROGRAM I	NVENTORY / BU	IDGET ACTIVITY	/ FUNCTIONAL	AREA									
P	rogram Service	Area: Education													
	Program Inven	tory: EDUCATIO	ON	BBB09 - D0034	1										
	Budget Act	ivity: POST SEC	ONDARY EDUC	ATION - B3421									Fund: 336		
	Functional	Area: POST SEC	STDNT SUPP P	ROG - Q29A (C	0000 - DEFAULT	ACCOUNT) (202	4/03/31)					Cost	Center: A05021		
001	10,978.00	10,978.00	10,978.00	10,978.00	10,978.00	10,978.00	10,978.00	10,978.00	10,978.00	10,978.00	10,978.00	11,502.00	0.00	0.00	132,260.00

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# **SCHEDULE 4:**

# 1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan As Of 2019/03/02

Arrangement #: 1920-MB-000011

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Arrangement Type: CFA

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0.00

1,681.00

Recipien	APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR  GRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA  Program Service Area: Social Development  Program Inventory: INCOME ASSISTANCE BBB10 - D0035  Budget Activity: INCOME ASST-SERV DELIVERY - B3513  Functional Area: SERVICE DELIVERY - Q2AF (C0000 - DEFAULT ACCOUNT) (2024/03/31)  Cost Center: A05021														
INDIGENO	OUS SERVICES	CANADA													
Seq.		-		-				1					POOL	Holdback	Allocation Total \$
	APR	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	JAN	FEB	MAR			
PROGRA	M SERVICE ARE	A / PROGRAM I	NVENTORY / BU	IDGET ACTIVITY	/ FUNCTIONAL A	AREA									
P	rogram Service	Area: Social Dev	elopment/												
	Program Inver	ntory: INCOME A	SSISTANCE	BBB10 - I	00035										
	Budget Ac	tivity: INCOME A	SST-SERV DEL	IVERY - B3513									Fund: 356		
	Functional	Area: SERVICE	DELIVERY - Q2A	F (C0000 - DEF#	ULT ACCOUNT)	(2024/03/31)						Cost	Center: A05021		
001	3,634.00	3,634.00	3,634.00	3,634.00	3,634.00	3,634.00	3,634.00	3,634.00	3,634.00	3,634.00	3,634.00	3,807.00	0.00	0.00	43,781.00
TOTAL	2019-2020 FI	XED CONTRI	BUTION FUN	DING (FIXED	<u>)</u>										
	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	27,180.00	0.00	0.00	312,652.00
<b>FLEXIB</b>	LE CONTRIB	UTION FUND	ING (FLEX)												
PROGRA	M SERVICE ARE	A / PROGRAM I	NVENTORY / BU	IDGET ACTIVITY	/ FUNCTIONAL A	AREA									
Р	rogram Service	Area: Social Dev	/elopment												
	Program Inver	ntory: ASSISTED	LIVING	BBB11 - D00	36										
	Budget Ac	tivity: ASSISTED	LIVING - B3611										Fund: 356		
	Functional	Area: IN - HOME	CARE - Q2BF (	C0000 - DEFAUL	T ACCOUNT) (20	24/03/31)						Cost	Center: A05021		

PROGRA	M SERVICE ARE	A / PROGRAM IN	IVENTORY / BU	DGET ACTIVITY	/ FUNCTIONAL	AREA									
F	Program Service A	rea: Social Deve	elopment												
	Program Inventory: INCOME ASSISTANCE BBB10 - D0035														
	Budget Activity: INCOME ASST - BASIC NEEDS - B3511  Fund: 356														
	Functional A	rea: BASIC NEE	DS - Q29W (C00	000 - DEFAULT	ACCOUNT) (2024	/03/31)						Cost	Center: A05021		
001	36,154.00	36,154.00	36,154.00	36,154.00	36,154.00	38,346.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	219,116.00

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# **SCHEDULE 4:**

# 1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan As Of 2019/03/02

Fiscal Year: 2019-2020

Arrangement #: 1920-MB-000011

Arrangement Type: CFA

Recipient: 0288 - DAKOTA PLAINS BAND

INDIGEN	NOUS SERVICES (	CANADA													
Seq.	01 APR	02 MAY	JUN 03	04 JUL	05 AUG	06 SEP	07 OCT	08 NOV	09 DEC	10 JAN	11 FEB	12 MAR	POOL	Holdback	Allocation Total \$
PROGRA	AM SERVICE ARE	A / PROGRAM I	NVENTORY / BU	DGET ACTIVITY	/ FUNCTIONAL	AREA		•	•	•	•	•			
ı	Program Service A	Area: Social Dev	/elopment												
	Program Inven	tory: INCOME A	SSISTANCE	BBB10 - I	D0035										
	Budget Acti	ivity: INCOME A	SST-SPECIAL N	IEEDS - B3512									Fund: 356		
	Functional A	Area: SPECIAL	NEEDS - Q2A6 (C	C0000 - DEFAUL	T ACCOUNT) (20	024/03/31)						Cost	Center: A05021		
001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,956.00	0.00	10,956.00
TOTAL	_ 2019-2020 FL	EXIBLE CON	ITRIBUTION I	FUNDING (FL	.EX)										
	37,835.00	37,835.00	37,885.00	36,154.00	36,154.00	38,346.00	0.00	0.00	0.00	0.00	0.00	0.00	10,956.00	0.00	235,165.00
<b>GRAN</b>	T FUNDING (G	RANT)													
PROGRA	AM SERVICE ARE	A / PROGRAM I	NVENTORY / BU	DGET ACTIVITY	/ FUNCTIONAL	AREA									
	Program Service A	Area: Indian Go	vernment Suppo	rt											
	Program Inven	tory: INDIG GO	VERN & CAPACI	TY CCC0	5 - D0055										
	Budget Acti	ivity: BAND SUI	PPORT FUNDING	G - B5511									Fund: 410		
	Functional A	Area: BAND SUI	PPORT FUNDING	G - Q31K (C0000	- DEFAULT ACC	OUNT) (2024/03/	31)					Cost (	Center: A05021		
001	14,472.00	14,472.00	14,472.00	14,472.00	14,472.00	15,351.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87,711.00
TOTAL	_ 2019-2020 GF	RANT FUNDI	NG (GRANT)												
	14,472.00	14,472.00	14,472.00	14,472.00	14,472.00	15,351.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87,711.00
TOTAL	_ 2019-2020 INI	DIGENOUS	EDVICES CA	NADA											
IOIAL													40.000		
	78,259.00	78,259.00	78,309.00	76,578.00	76,578.00	79,649.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	27,180.00	10,956.00	0.00	635,528.00
TOTAL	_ 2019-2020														
	78,259.00	78,259.00	78,309.00	76,578.00	76,578.00	79,649.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	27,180.00	10,956.00	0.00	635,528.00

2019/03/02 - 15:14:32

# **SCHEDULE 4:**

# 1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan As Of 2019/03/02

**GRAND TOTAL** 

635,528.00

# **SCHEDULE 4:**

# 2.0 - Cash Flow by Fiscal Year by Department As Of 2019/03/02

Arrangement #: 1920-MB-000011 Arrangement Type: CFA Recipient: 0288 - DAKOTA PLAINS BAND

Budget	Funding	2019-2020	Total
Indigenous Services Canada	Fixed Contribution	312,652.00	312,652.00
Canada	Flexible Contribution	235,165.00	235,165.00
	Grant	87,711.00	87,711.00
	Total	635,528.00	635,528.00
Total		635,528.00	635,528.00

# **SCHEDULE 4:**

# 3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month As Of 2019/03/02

Arrangement #: 1920-MB-000011

Arrangement Type: CFA

Recipient: 0288 - DAKOTA PLAINS BAND

# Fixed Contribution

	April	Мау	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2019-2020	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	27,180.00	0.00	0.00	312,652.00
Total	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	25,952.00	27,180.00	0.00	0.00	312,652.00

#### Flexible Contribution

	April	Мау	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2019-2020	37,835.00	37,835.00	37,885.00	36,154.00	36,154.00	38,346.00	0.00	0.00	0.00	0.00	0.00	0.00	10,956.00	0.00	235,165.00
Total	37,835.00	37,835.00	37,885.00	36,154.00	36,154.00	38,346.00	0.00	0.00	0.00	0.00	0.00	0.00	10,956.00	0.00	235,165.00

#### Grant

	April	Мау	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
2019-2020	14,472.00	14,472.00	14,472.00	14,472.00	14,472.00	15,351.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87,711.00
Total	14,472.00	14,472.00	14,472.00	14,472.00	14,472.00	15,351.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87,711.00

# **SCHEDULE 4:**

# 4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department As Of 2019/03/02

Arrangement #: 1920-MB-000011

Arrangement Type: CFA

Recipient: 0288 - DAKOTA PLAINS BAND

Fiscal Year: **2019-2020** 

#### Indigenous Services Canada

Funding	Total	APR	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	JAN	FEB	MAR	Pool	Holdback
Fixed Contribution	\$312,652.00	\$25,952.00	\$25,952.00	\$25,952.00	\$25,952.00	\$25,952.00	\$25,952.00	\$25,952.00	\$25,952.00	\$25,952.00	\$25,952.00	\$25,952.00	\$27,180.00	\$0.00	\$0.00
Flexible Contribution	\$235,165.00	\$37,835.00	\$37,835.00	\$37,885.00	\$36,154.00	\$36,154.00	\$38,346.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,956.00	\$0.00
Grant	\$87,711.00	\$14,472.00	\$14,472.00	\$14,472.00	\$14,472.00	\$14,472.00	\$15,351.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total	\$635,528.00	\$78,259.00	\$78,259.00	\$78,309.00	\$76,578.00	\$76,578.00	\$79,649.00	\$25,952.00	\$25,952.00	\$25,952.00	\$25,952.00	\$25,952.00	\$27,180.00	\$10,956.00	\$0.00

#### **SCHEDULE 5**

# CONTRIBUTION FUNDING: DELIVERY REQUIREMENTS AND FUNDING ADJUSTMENT FACTORS

#### **HEALTH ACTIVITIES**

### 1 Delivery Requirements for Health Activities

- 1.1 Health Activities shall be delivered by The Council in accordance with the terms of this Agreement and the following plans or protocol:
  - (a) Health Activities funded by Set Funding or Fixed Funding shall be delivered by The Council in accordance with the Program Plan;
  - (b) Health Activities funded by Flexible Funding or Block Funding shall be delivered by The Council in accordance with its Health Plan; and
  - (c) Health Facility and Health Asset projects funded under the Capital Investments Functional Area according to Schedule 4 must be delivered by The Council in accordance with the Health Infrastructure and Capital Protocol.
- 1.2 In the event of a conflict between the plans referred to in subsection 1.1 and the other provisions of this Agreement, the other provisions of this Agreement will govern.

#### 2 Health Plan

- 2.1 The Council shall, if it has not done so prior to the commencement of this Agreement, submit a Health Plan to Canada to establish terms and conditions for Health Activities funded by Flexible Funding or Block Funding. The Council shall amend the Health Plan as necessary to reflect any changes made to its Activity priorities and objectives and submit such amendments to Canada. The Council shall provide all amendments to Canada for review prior to implementing them.
- 2.2 Canada shall review the Health Plan and any amendments or replacements thereof to determine whether the plan is eligible to be supported with Flexible Funfing or Block Funding. Canada may require adjustments to the Health Plan prior to the commencement or continuation of the provision of the Funding.

#### 3 Health Facilities and Health Assets

- 3.1 The Council shall use each Health Facility and Health Asset solely for the purposes of providing Health Activities, unless otherwise agreed to in writing by Canada.
- 3.2 The Council may not, without the consent of Canada:
  - (a) change the use of any Health Facility or Health Assets or permit them to be used for additional uses which are not directly related to fulfilling the terms and conditions of this Agreement or any agreement under which funding for the Health Facility or Health Asset was provided;
  - (b) pledge, mortgage, charge or permit the creation of any security interest, claim or lien against the Health Facilities and Health Assets;
  - (c) undertake significant alteration of the Health Facilities and Health Assets; or
  - (d) sell, exchange, transfer or dispose of such facilities and assets.
- 3.3 The Council acknowledges that:
  - (a) it holds the beneficial interest in any Health Facilities or Health Assets and acknowledges that Canada does not exercise any control over any Health Facilities and Health Assets; and
  - (b) acknowledges that it shall enjoy sole possession and control over any Health Facilities or Health Assets acquired with Funding and shall have the sole legal responsibility for any matters arising from the construction, possession, control, operation or maintenance of the Health Facilities or Health Assets.

3.4 Where Canada, its employees, contractors or agents require the use of any Health Facilities or Health Assets in whole or in part to deliver federal health programs in The Council's community, The Council shall permit such use or take all steps necessary to facilitate or consent to such use. Any such use by Canada shall be permitted free of rent or charge by The Council in view of the capital or maintenance contributions for such Health Facilities and Health Assets by Canada.

3.5 Where this Agreement contains Funding under the Capital Investments Functional Area according to Schedule 4, The Council shall also comply with the Health Infrastructure and Capital Protocol issued by Canada with respect to such Funding.

# 4 Health Research Projects

4.1 The Council shall, in respect of any health research study, assessment or report containing opinions of The Council that is prepared with the Funding, include with the Funding recognition statement a disclaimer that the views and opinions expressed therein are solely those of The Council and may not reflect the views and opinions of Canada.

#### 5 Definitions

In this Schedule, the following terms have the following meanings. These definitions apply equally to the singular and plural forms of the terms defined:

"Health Asset" means an asset of any kind used for Health Activities other than a Health Facility, and which: (i) is in the possession, control or ownership of The Council; (ii) has been acquired in whole or in part by The Council with any Funding or funding from a previous health contribution agreement between the parties, and (iii) is not consumed or expended in the natural course of its use.

"Health Facility" means a building or facility of any kind used for Health Activities or to support Health Activities, including any fixtures thereto, which has been constructed, purchased or maintained by in whole or in part with any Funding or funding from a previous health contribution agreement between the parties.

"Health Infrastructure and Capital Protocol" means a document issued by, and available from, Canada that consists of functional activities associated with the planning, design, construction or repair of Health Facilities and Health Assets.

"Health Plan" means a comprehensive health plan or the multi-year workplan prepared by The Council and approved by Canada which sets out how The Council will deliver Health Activities funded by Flexible or Block Funding, and further described in section 2 of this Schedule.

**"Program Plan"** means a plan prepared by Canada and provided to The Council for the delivery of Health Activities funded by Set Funding or Fixed Funding. The Program Plan may be incorporated into The Council's Health Plan if it also receives Flexible Funding or Block Funding for Health Activities.

# **NON-HEALTH ACTIVITIES**

# 6 Activities Funded by Block Funding for ISC

BLOCK ACTIVITY DELIVERY REQUIREMENTS		
ACTIVITY DELIVERY REQUIREMENTS		
Not applicable to this Agreement.		

# 7 Block Formula Adjustment for ISC

Not applicable to this Agreement.

# 8 Activites Funded by Block Funding for CIRNAC

BLOCK ACTIVITY DELIVERY REQUIREMENTS		
ACTIVITY DELIVERY REQUIREMENTS		
Not applicable to this Agreement.		

# 9 Block Formula Adjustment for CIRNAC

Not applicable to this Agreement.

# 10 Activities Funded by Set, Fixed, Flexible and Grant Funding for ISC

ACTIVITY DELIVERY REQUIREMENTS, COST- SHARING AND ADJUSTMENT FACTORS			
ACTIVITY	DELIVERY REQUIREMENTS	COST- SHARING	ADJUSTMENT FACTOR
Band Support Funding	The Council shall maintain a soundly administered and managed organization and provide efficient delivery of the programs and services as set out in this Agreement. Funds provided under this Agreement shall be used to assist band councils to meet the costs of local government and administration of departmentally funded services in accordance with the Band Support Funding Program Policy issued by ISC.		The budget is set based on receipt of an acceptable application and may be adjusted.
Post-Secondary Student Support Program the University and College Entrance Preparation Program Program  The Council shall administer the Post- Secondary Student Support Program and University and College Entrance with the Post-Secondary Student Support Program and University and College Entrance Preparation Program National Program Guidelines issued by ISC as amended from time to time.			The budget is set at the start of each Fiscal Year based on regional allocation methodologies and may be adjusted during each Fiscal Year based on various regiona adjustment factors.

Income	The Council shall:	Basic Needs:
Assistance	(a) administer the Income Assistance Program in accordance with ISC's Income Assistance National Program Guidelines and any other approved program documentation issued by ISC as amended from time to time.	The budget is set based on the estimated year-end budget of the previous fiscal year expenditures and may be adjusted based on the Policy and Procedures Guide, Manitoba Region, Income Assistance Program, provincial rate changes and/or recommendations from compliance activities.  Special Needs:  The budget is set and may be adjusted based on the Policy and Procedures Guide, Manitoba Region, Income Assistance Program or recommendations from compliance activities.  Service Delivery:  Volume is set based on past expenditures and agreed upon trends. No further volume adjustments will be made.
Assisted Living	The Council shall administer the Assisted Living Program in accordance with ISC's Assisted Living National Program Guidelines and any other current approved program documentation issued by ISC as amended from time to time.	The budget is set and no adjustments will be made.
Community Infrastructure Program	The Council shall at all times provide for the preservation of public health and safety and the protection of the environment.  Ownership and Use of Capital Facilities and Assets:  The Council acknowledges that it has the beneficial legal interest in any capital facility or asset acquired with funding provided by ISC and acknowledges that ISC does not exercise any ownership rights over such facilities or assets.  The Council acknowledges that it shall enjoy sole possession and control over any capital facility or asset acquired with funding provided by ISC and shall have the sole legal responsibility for any matters arising from the construction, possession, control, operation or maintenance of the facility or asset.  The Council is required, as a condition of funding, to agree to use each facility or asset for the purpose described in this Agreement, unless otherwise agreed by ISC.  Conditions of Funding:  The Council shall comply with the <i>Protocol for AANDC-Funded Infrastructure</i> issued by ISC as	Funding for Band-based capital projects contained in the Agreement may be adjusted based on changes to the approved First Nation Infrastructure Investment Plan.  Operation and Maintenance:  The budget is set based on the actual eligible assets identified under the Integrated Capital Management System (ICMS) and may be adjusted.

amended from time to time.			
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# 11 Activities Funded by Set, Fixed, Flexible and Grant Funding for CIRNAC

ACTIVITY DELIVERY REQUIREMENTS, COST- SHARING AND ADJUSTMENT FACTORS			
ACTIVITY	DELIVERY REQUIREMENTS	COST-SHARING	ADJUSTMENT FACTOR

ISC (non-FNIHB)/DIAND-4 Unclassified

# SCHEDULE 7 - REPORTING AND DUE DATES DAKOTA PLAINS BAND (0288)

Arrangement No.: 1920-MB-000011 Comprehensive Funding Arrangement

Program / Report N	lame	Reports Due	
ASSISTED LIVING	BBB11		
455937 - (455	937) - Assisted Living Report		
* Consolidated	Report - Applicable only once (See note 1 below)		
Qua	rterly #1	2019/07/15	
Qua	rterly #2	2019/10/15	
Qua	rterly #3	2020/01/15	
Qua	rterly #4	2020/04/15	
EDUCATION	BBB09		
4016769 - (4016769) - Annual Register of Post-Secondary Education Students			
* Consolidated	Report - Applicable only once (See note 1 below)		
Sub	mission #1	2020/08/31	
EDUCATION FACIL	ITIES CCC07		
460649 - (460	649) - Asset Condition Report System (ACRS) Projects Annual F	Report	
* Consolidated	Report - Applicable only once (See note 1 below)		
Sub	mission #1	2020/05/31	
HOUSING	CCC08		
41701 - (4170	1) - Community Infrastructure and Housing Annual Report		
* Consolidated	Report - Applicable only once (See note 1 below)		
Submission #1 2020/05/31		2020/05/31	
INCOME ASSISTAN	ICE BBB10		

Program / Report Name		Reports Due
INCOME ASSISTANCE	BBB10	
455897 - (455897) - Incom	ne Assistance Report	
* Consolidated Report - App	licable only once (See note 1 below)	
Quarterly #1		2019/07/15
Quarterly #2		2019/10/15
Quarterly #3		2020/01/15
Quarterly #4		2020/04/15
TP - Intervention		
No DCI - (0091B) - MAP Q	luarterly Follow-Up Submission	
* Consolidated Report - App	licable only once (See note 1 below)	
Quarterly #1		2019/07/21
Quarterly #2		2019/10/21
Quarterly #3		2020/02/21
Quarterly #4		2020/05/15
WATER & WASTEWATER	CCC06	

460674 - (460674) - First Nations Infrastructure Investment Plan - Annual Report

\* Consolidated Report - Applicable only once (See note 1 below)

Annual #1 2019/09/30

Note 1: Represents consolidated reports showing up under more than one budget activity. In these circumstances the report submission is applicable once for each distinct due date. This affects only reports that are marked with the following tag '\* Consolidated Report - Applicable only once (See note 1 below)'