

## FINANCIAL ADMINISTRATION LAW FUNDING AGREEMENT

This Funding Agreement (referred to as “this Agreement”) is made:

**BETWEEN:**

**AHOUSAHT**, as represented by the Chief and Council (the “First Nation”)

General Delivery  
Ahousaht, BC V0R 1A0

**AND**

**THE FIRST NATIONS FINANCIAL MANAGEMENT BOARD** (the “FMB”)

Suite 905 – 100 Park Royal S  
West Vancouver, BC V7T 1A2

**WHEREAS:** the FMB was created under the *First Nations Fiscal Management Act* to assist First Nations in developing capacity respecting financial management and financial performance;

**WHEREAS:** the FMB has established the Financial Administration Law Standards and the Financial Management System Standards (collectively “the Standards”);

**WHEREAS:** the FMB provides capacity development funding to First Nations to facilitate their ability to demonstrate compliance with the Standards;

**WHEREAS:** the First Nation is seeking to develop capacity to develop a financial administration law (“FAL”);

**AND WHEREAS:** the First Nation intends to enact a FAL in compliance with the FAL Standards and is seeking capacity funding from the FMB for these purposes.

**NOW THEREFORE:** The First Nation and the FMB agree as follows:

### 1.0 MEANING OF TERMS

In this Agreement:

“Eligible Expenses” means expenses incurred to engage an independent legal counsel in the development of a FAL but does not include:

- a. Salaries, wages or any other compensation paid to an employee or Council member of the First Nation;
- b. First Nation’s overhead and administration costs;

- c. Professional membership fees; or
- d. Costs associated with the purchase of tangible capital assets (e.g. furniture, equipment, computers, software).

“Funding Amount” means the total funding amount set out in section 2.0.

“Funding Report” means the report in Schedule A attached to the Agreement.

## **2.0 FUNDING AMOUNT**

The FMB will provide the First Nation with the Funding Amount of \$7,500 for Eligible Expenses on the terms and conditions set out in this Agreement. Upon receipt of the signed Agreement the FMB will pay the Funding Amount to the First Nation in a one-time lump-sum payment.

## **3.0 REPORTING CONDITIONS**

3.1 Upon receipt of the Funding Amount, the First Nation will:

- a. Prepare a plan outlining the timeline for FAL development which includes the completion of the draft FAL, final FAL, and anticipated compliance approval date;
- b. Upon request, provide the FMB with updates regarding progress towards the plan outlined in 3.1(a); and
- c. Upon completion of each draft FAL and the final FAL, provide copies to the FMB.

3.2 The First Nation will, upon termination of this agreement or as otherwise requested by the FMB, provide the FMB with a Funding Report providing details of Eligible Expenses incurred under this Agreement.

## **4.0 TERMINATION**

4.1 On giving written notice to the First Nation, the FMB may terminate this Agreement if, in the sole opinion of the FMB, the First Nation:

- a. has not complied with the Agreement’s terms and conditions; or
- b. has made representations or statements, or provided documentation that is untrue or misleading in any material respects relating to this Agreement.

4.2 On giving written notice to the First Nation, the FMB may terminate this Agreement if the FMB’s funding is eliminated, reduced or delayed.

4.3 On giving written notice to the FMB, the First Nation may terminate this Agreement.

4.4 If the FMB terminates this Agreement under section 4.1 or 4.2, the FMB is not liable for any damages to the First Nation arising from such termination nor is the FMB obliged to make any payments under this Agreement.

4.5 If the First Nation has applied all or part of the Funding Amount under this Agreement for a purpose not authorized under this Agreement, or the First Nation has not complied with the reporting conditions under section 3.1 or 3.2, the FMB may require the First Nation to return the Funding Amount and that amount is a debt due and owing to the FMB by the First Nation.

4.6 Upon termination of the Agreement, the First Nation will return to the FMB any unused portion of the Funding Amount.

## **5.0 COMMUNICATIONS**

All requests, submissions and communications to be given or made under this Agreement will be in writing and will be deemed to be well and sufficiently given if hand delivered, mailed, scanned and emailed or sent by facsimile as follows:

**To the FMB:**

Suite 905 – 100 Park Royal  
West Vancouver, BC, V7T 1A2

*Contact:* Shayla Point, Director Market Development, Financial Administrative Laws & Stakeholder Relations

*Email:* [Shayla\\_Point@fnfmb.com](mailto:Shayla_Point@fnfmb.com)

*Tel:* 604-925.6665

*Toll Free:* 1-877-925-6665

*Fax:* 604-925-6662

**To the First Nation:**

General Delivery  
Ahousaht, BC V0R 1A0

*Contact:* Chief Greg Louie

*Email:*

*Tel:* (250) 670-9563

**6.0 ON LIABILITY**

- 6.1 The FMB makes no recommendations and accepts no responsibility for the suitability of any persons engaged by the First Nation to perform any services referred to under this Agreement nor does the FMB accept any responsibility for any advice or services rendered to the First Nation by such persons.
- 6.2 The First Nation waives, and will indemnify and save harmless the FMB, its directors, officers, and employees from and against, all claims, demands, actions and costs arising out of or related to the provision of, or failure to provide, the Funding Amount to the First Nation under this Agreement or for the provision of any services or the giving of any advice by persons the cost of which was funded by the FMB under this Agreement. Such waiver and indemnification will survive termination of this Agreement.

**7.0 AMENDMENT**

This Agreement may not be amended or modified except as mutually agreed in writing by the FMB and the First Nation.

**8.0 TERM OF THE AGREEMENT**

The Agreement terminates on March 31, 2019.

SIGNED ON BEHALF OF THE **FIRST  
NATIONS FINANCIAL MANAGEMENT  
BOARD**

By: \_\_\_\_\_  
Brian Titus,  
Chief Operating Officer

Date: \_\_\_\_\_

SIGNED ON BEHALF OF **AHOUSAHT**



By: \_\_\_\_\_  
Rob Bullock  
Executive Director

August 17, 2018  
Date: \_\_\_\_\_