

## FUNDING AGREEMENT - OTHER

### BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Indigenous Services ("Canada").

### AND:

**Aboriginal Firefighters Association of Canada**, a non-profit corporation incorporated or established under the laws of Canada ("ABORIGINAL FIREFIGHTERS OF CANADA").

### PREAMBLE

**WHEREAS** the parties wish to enter into an agreement for the funding of certain Activities to be delivered by ABORIGINAL FIREFIGHTERS OF CANADA.

**NOW THEREFORE**, the parties agree as follows:

#### 1 Duration

- 1.1 This Agreement will be in effect from April 1, 2021 (the "effective date") and will expire on March 31, 2022 (the "expiry date"), 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 ABORIGINAL FIREFIGHTERS OF CANADA for the delivery of the Activities.

#### 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 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 ABORIGINAL FIREFIGHTERS OF CANADA shall not represent itself to any third party as acting on behalf of Canada, as being a joint-venturer, legal partner, a service procurer, service contractor, principal, agent or delegate of Canada.

#### 5 Funding

- 5.1 Subject to the terms and conditions of this Agreement, Canada shall transfer the Funding to ABORIGINAL FIREFIGHTERS OF CANADA in accordance with the schedule of periodic payments set out in Schedule 3.
- 5.2 The parties acknowledge that, if this is a multi-year agreement, not all Funding for the full term of this Agreement may be set out in Schedule 3 at any given time. Funding for subsequent Fiscal Years may be determined or adjusted annually in accordance with the terms of this Agreement. Amendments to Schedule 3 for this purpose will be made by way of a Notice of Budget Adjustment (NOBA) or other amendment process.

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

- 6.1 Where the amount of any Funding will change in accordance with a predetermined adjustment factor or formula set out in Schedule 4 or Schedule 6, Canada shall, by NOBA, amend Schedule 3 accordingly.

#### 7 Notice of Budget Adjustment (NOBA)

- 7.1 Canada may, by NOBA, amend Schedule 3 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 3 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 4 or Schedule 6; or
  - (b) modify the terms and conditions of this Agreement, except as provided for in subsection 7.1.

## **8 Intentionally Omitted**

## **9 Funding Subject to Appropriations and Departmental Funding Authorities**

- 9.1 The payment of any Funding is subject to there being an appropriation for the Fiscal Year in which the payment is to be made. Notwithstanding any other provision of this Agreement, Canada may reduce or cancel the Funding in the event that departmental funding levels of any Federal Department are changed by Parliament during the term of this Agreement.
- 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, 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 ABORIGINAL FIREFIGHTERS OF CANADA. 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 is to be reduced or cancelled under subsection 9.2 Canada shall provide at least 1 year's prior notice to ABORIGINAL FIREFIGHTERS OF CANADA.

## **10 Adjustment of Cash Flow**

- 10.1 ABORIGINAL FIREFIGHTERS OF CANADA may request adjustment of any periodic payment set out in Schedule 3 for an Activity where it differs from its anticipated expenditures for the corresponding period. In this case, ABORIGINAL FIREFIGHTERS OF CANADA shall propose adjustments to that Schedule accordingly. Canada shall notify ABORIGINAL FIREFIGHTERS OF CANADA of acceptance or rejection of the proposed adjustments within 30 days of ABORIGINAL FIREFIGHTERS OF CANADA's notification. Where Canada accepts the proposed adjustments, Canada shall issue a notice of acceptance or a NOBA containing the revised Schedule 3.
- 10.2 The total annual funding amount for an Activity set out in Schedule 3 may not be changed under subsection 10.1.

## **11 Eligible Expenses - General**

- 11.1 In addition to the requirements of section 21, Schedule 2 and Schedule 6, ABORIGINAL FIREFIGHTERS OF CANADA may only expend the Funding where the expense is: (i) directly related to the carrying out of ABORIGINAL FIREFIGHTERS OF CANADA's responsibilities under this Agreement; and (ii) ABORIGINAL FIREFIGHTERS OF CANADA 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 3, ABORIGINAL FIREFIGHTERS OF CANADA 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 Schedule 2 or the Delivery Requirements set out in Schedule 4 or Schedule 6 for that Activity, unless Canada agrees otherwise in writing.
- 12.2 Subject to subsections 5.3 and 5.4 of Schedule 2, ABORIGINAL FIREFIGHTERS OF CANADA 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, ABORIGINAL FIREFIGHTERS OF CANADA 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 Deficits**

13.1 ABORIGINAL FIREFIGHTERS OF CANADA shall be responsible for any expenditure it makes in excess of the Funding.

### **14 Reports and Records**

14.1 Each Fiscal Year, ABORIGINAL FIREFIGHTERS OF CANADA shall prepare and submit to ISC all reports listed in Schedule 5 for each Fiscal Year in accordance with the requirements for each report set out in the *Reporting Guide* for that Fiscal Year.

14.2 If this Agreement covers more than one Fiscal Year, Canada may, on or before the start of each Fiscal Year, issue a new Schedule 5 for that Fiscal Year.

14.3 Canada shall publish the *Reporting Guide* no later than 90 days before the start of each 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 ABORIGINAL FIREFIGHTERS OF CANADA of any such amendment.

14.4 Canada may, by notice to ABORIGINAL FIREFIGHTERS OF CANADA, extend the deadline for the receipt of any reports if ABORIGINAL FIREFIGHTERS OF CANADA provides notice before the applicable due dates of circumstances beyond ABORIGINAL FIREFIGHTERS OF CANADA's control preventing ABORIGINAL FIREFIGHTERS OF CANADA 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.

14.5 ABORIGINAL FIREFIGHTERS OF CANADA 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.

14.6 If ABORIGINAL FIREFIGHTERS OF CANADA is required to provide Consolidated Audited Financial Statements as indicated in Schedule 5, ABORIGINAL FIREFIGHTERS OF CANADA shall have its yearly financial reports audited by an independent auditor who is recognized in the Province or Territory in which ABORIGINAL FIREFIGHTERS OF CANADA has its administrative offices. ABORIGINAL FIREFIGHTERS OF CANADA shall notify Canada of the appointment of the auditor at least 2 weeks before the end of the Fiscal Year being covered by the audited financial reports.

14.7 ISC may deliver a copy of ABORIGINAL FIREFIGHTERS OF CANADA's financial reporting required under the *Reporting Guide*, including, where required under this Agreement, its Consolidated Audited Financial Statements, to any Federal Department. ISC shall not provide a copy of such statements or reports to any third party or other part of the federal government, except where agreed to in writing by ABORIGINAL FIREFIGHTERS OF CANADA or where authorized or permitted by law.

### **15 Where Reporting or Disclosure Requirements are not met**

15.1 Without limiting remedies available to Canada under this Agreement, Canada may withhold funds from ABORIGINAL FIREFIGHTERS OF CANADA when ABORIGINAL FIREFIGHTERS OF CANADA has not submitted, by the due date, any financial or other report required by this Agreement or by a predecessor funding agreement between ABORIGINAL FIREFIGHTERS OF CANADA and a Federal Department.

15.2 Canada shall pay the withheld funds to ABORIGINAL FIREFIGHTERS OF CANADA within 45 days of the required reports being submitted by ABORIGINAL FIREFIGHTERS OF CANADA and accepted by Canada, subject to section 25.3.

15.3 Without limiting remedies available to Canada under this Agreement, if ABORIGINAL FIREFIGHTERS OF CANADA defaults in its obligation under this Agreement or any predecessor to provide Canada with its 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 ABORIGINAL FIREFIGHTERS OF CANADA has its administrative offices be engaged immediately by ABORIGINAL FIREFIGHTERS OF CANADA at ABORIGINAL FIREFIGHTERS OF CANADA'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 ABORIGINAL FIREFIGHTERS OF CANADA has its administrative offices and in which case:
  - (i) ABORIGINAL FIREFIGHTERS OF CANADA 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; and
  - (ii) ABORIGINAL FIREFIGHTERS OF CANADA shall reimburse Canada for all costs incurred in having the audit conducted.

## 16 Contracting-Out and Delegation

16.1 Subject to the other provisions of this section, ABORIGINAL FIREFIGHTERS OF CANADA may contract-out or delegate any of its functions or obligations under this Agreement to an Agency. ABORIGINAL FIREFIGHTERS OF CANADA shall remain responsible to Canada for the performance of all such contracted or delegated matters.

16.2 If ABORIGINAL FIREFIGHTERS OF CANADA wishes to contract-out or delegate any of its functions or obligations under this Agreement to an Agency, it shall: (i) enter into an agreement with the Agency for that purpose; (ii) ensure that the Agency complies with all requirements of this Agreement on its behalf; and (iii) make the agreement available to Canada upon request.

## 17 Distributed Payments to Sub-Recipients

17.1 In this section,

**"AMF"** means ABORIGINAL FIREFIGHTERS OF CANADA's accountability and management framework described in section 17.3.

**"Sub-Recipient"** means any entity other than ABORIGINAL FIREFIGHTERS OF CANADA to which ABORIGINAL FIREFIGHTERS OF CANADA further distributes Funding to enable that entity to deliver Sub-Recipient Activities.

**"Sub-Recipient Activity"** means any program, service, activity, initiative or project delivered by a Sub-Recipient that: (i) is consistent with a Delivery Requirement in respect of which any amount of the Funding is further distributed by ABORIGINAL FIREFIGHTERS OF CANADA under this section; and (ii) is undertaken by a Sub-Recipient in accordance with a Sub-Recipient Agreement.

**"Sub-Recipient Agreement"** means an agreement entered into between ABORIGINAL FIREFIGHTERS OF CANADA and a Sub-Recipient in accordance with section 17.4.

17.2 ABORIGINAL FIREFIGHTERS OF CANADA may further distribute Funding to one or more Sub-Recipients to undertake Sub-Recipient Activities in accordance with: (i) this section; and (ii) its AMF.

17.3 **Accountability and Management Framework:** If ABORIGINAL FIREFIGHTERS OF CANADA provides funding to Sub-Recipients under this section, it shall prepare and implement an AMF that is shared with, and acceptable to, Canada. The AMF must set out:

- (a) a description of the distributed payments system to be used by ABORIGINAL FIREFIGHTERS OF CANADA with Sub-Recipients that is consistent with section 17.4;
- (b) a description of the Sub-Recipient Activities;
- (c) a description of the eligible class or classes of Sub-Recipients;
- (d) a clear, transparent, and open decision-making process regarding the selection of Sub-Recipients, and a redress system for complaints regarding decisions of ABORIGINAL FIREFIGHTERS OF CANADA relating to Sub-Recipients or other entities that applied for funding from ABORIGINAL FIREFIGHTERS OF CANADA;

- (e) a statement of: (i) the amount of the Funding that will be distributed to Sub-Recipients; and (ii) the amount of administrative expenses ABORIGINAL FIREFIGHTERS OF CANADA expects to incur that is consistent with any administrative expense provisions in the Delivery Requirements for the Activities in question; and
- (f) performance expectations related to ABORIGINAL FIREFIGHTERS OF CANADA's distributed payments system.

17.4 Agreements with Sub-Recipients: If ABORIGINAL FIREFIGHTERS OF CANADA provides funding to Sub-Recipients under this section, it shall use written agreements between it and each Sub-Recipient that must contain, at a minimum, terms setting out:

- (a) identification of the Sub-Recipient (proper legal name and address);
- (b) the effective date and duration of the agreement;
- (c) a description of the Sub-Recipient Activities to be undertaken by the Sub-Recipient;
- (d) the amount of funding to be provided by ABORIGINAL FIREFIGHTERS OF CANADA to the Sub-Recipient and a funding schedule;
- (e) eligible expenses for which the funding may be used;
- (f) that the Sub-Recipient is responsible for the Sub-Recipient Activities, and that the Sub-Recipient acts on its own behalf and not on behalf of, or as an agent, contractor, or delegate of ABORIGINAL FIREFIGHTERS OF CANADA;
- (g) the financial and non-financial conditions on the funding;
- (h) a requirement for the Sub-Recipient to repay to ABORIGINAL FIREFIGHTERS OF CANADA any amount of funding that is provided to the Sub-Recipient that is: (i) not accounted for by the Sub-Recipient; (ii) not used in accordance with the Sub-Recipient Agreement; or (iii) an overpayment or any other amount that is repayable to ABORIGINAL FIREFIGHTERS OF CANADA under the Sub-Recipient Agreement;
- (i) the reporting and any evaluation obligations of the Sub-Recipient to ABORIGINAL FIREFIGHTERS OF CANADA in respect of its Sub-Recipient Activities and the use of the funding provided. Reporting obligations must provide ABORIGINAL FIREFIGHTERS OF CANADA with reports in a manner and at intervals that allow ABORIGINAL FIREFIGHTERS OF CANADA to comply with its reporting and record-keeping obligations under this Agreement;
- (j) the audit and enforcement rights of ABORIGINAL FIREFIGHTERS OF CANADA sufficient to ensure accountability for the distributed funding. Enforcement rights of ABORIGINAL FIREFIGHTERS OF CANADA must include all steps that can be taken by ABORIGINAL FIREFIGHTERS OF CANADA to address a Sub-Recipient default, including discussions, dispute resolution processes, remediation plans, withholding of funds by ABORIGINAL FIREFIGHTERS OF CANADA, and termination or enforcement of the Sub-Recipient Agreements;
- (k) a right for ABORIGINAL FIREFIGHTERS OF CANADA to provide copies of: (i) the Sub-Recipient Agreement; and (ii) any review, evaluation or audit reports under that agreement, to Canada; and
- (l) Canada's role in providing the Funding that is used for the distributed payments to Sub-Recipients, and that the Sub-Recipient is not a funding recipient, contractor or agent, or partner of Canada.

17.5 Monitoring and Audit of Sub-Recipient Agreement: ABORIGINAL FIREFIGHTERS OF CANADA shall exercise due diligence in the administration of its Sub-Recipient Agreements. Without limiting the generality of the foregoing, in exercising due diligence, ABORIGINAL FIREFIGHTERS OF CANADA shall:

- (a) furnish the Sub-Recipient with such advice and support as the Recipient deems appropriate to assist Sub-Recipients to better realize the objectives of the Sub-Recipient Agreements.
- (b) undertake periodic audits or inspections of financial records, as appropriate, to verify that costs claimed under Sub-Recipient Agreements were incurred in accordance with those agreements;
- (c) where there is a breach of a Sub-Recipient Agreement by a Sub-Recipient, take appropriate steps and, if necessary, enforcement measures; and

- (d) make all reasonable efforts to recover any amount of the distributed funding that is repayable by a Sub-Recipient.

17.6 Reporting to Canada: When ABORIGINAL FIREFIGHTERS OF CANADA provides funding to Sub-Recipients under this section it shall provide Canada upon request with:

- (a) a copy of its AMF and any evaluations and performance reports relating to its distributed payments system; and
- (b) copies of all Sub-Recipient Agreements, and any evaluation or audit reports relating to such agreements.

## 18 Environmental Obligations

18.1 ABORIGINAL FIREFIGHTERS OF CANADA and Canada shall cooperate to ensure that, with respect to any Activity to be undertaken by ABORIGINAL FIREFIGHTERS OF CANADA with any of the Funding, all applicable requirements of the *Impact Assessment Act* and any other applicable environmental laws will be followed.

## 19 Indemnification

19.1 ABORIGINAL FIREFIGHTERS OF CANADA 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 ABORIGINAL FIREFIGHTERS OF CANADA or of any of its employees or agents in respect of, or resulting from: (i) ABORIGINAL FIREFIGHTERS OF CANADA's performance or non-performance of its obligations under this Agreement; or (ii) ABORIGINAL FIREFIGHTERS OF CANADA entering into any loan, capital lease or other long term obligation.

## 20 Insurance

20.1 ABORIGINAL FIREFIGHTERS OF CANADA shall be responsible for determining whether to purchase insurance coverage for its protection and to cover its obligations under this Agreement.

## 21 Loans

21.1 Where the Delivery Requirements for an Activity permit the making of loans, ABORIGINAL FIREFIGHTERS OF CANADA may make loans from the Funding for that Activity provided that:

- (a) the loans are directly related to the specific Activity and will not be made for personal use;
- (b) ABORIGINAL FIREFIGHTERS OF CANADA's loan policy is in writing and available to Canada upon request; and
- (c) all loans are evidenced by an agreement in writing between ABORIGINAL FIREFIGHTERS OF CANADA and each borrower.

## 22 Stacking of Assistance

22.1 ABORIGINAL FIREFIGHTERS OF CANADA shall provide notice to Canada, prior to the end of each Fiscal Year, if ABORIGINAL FIREFIGHTERS OF CANADA 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 ABORIGINAL FIREFIGHTERS OF CANADA to repay any amount of the Funding that Canada considers a duplication of the funding from the other sources.

## 23 Default

23.1 ABORIGINAL FIREFIGHTERS OF CANADA will be in default of this Agreement in the event:

- (a) ABORIGINAL FIREFIGHTERS OF CANADA defaults on any of its obligations set out in this Agreement or any other agreement through which a Federal Department provides funding to ABORIGINAL FIREFIGHTERS OF CANADA;
- (b) the auditor of ABORIGINAL FIREFIGHTERS OF CANADA gives a disclaimer of opinion or adverse opinion on the Consolidated Audited Financial Statements of ABORIGINAL FIREFIGHTERS OF CANADA in the course of conducting any audit under this Agreement or any previous agreement under which a Federal Department provides funding to ABORIGINAL

FIREFIGHTERS OF CANADA;

- (c) Canada, having regard to ABORIGINAL FIREFIGHTERS OF CANADA financial statements and any other financial information relating to ABORIGINAL FIREFIGHTERS OF CANADA reviewed by Canada, determines the financial position of ABORIGINAL FIREFIGHTERS OF CANADA is such that the delivery of any Activity is at risk; or
- (d) ABORIGINAL FIREFIGHTERS OF CANADA becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors, ceases operations, or ceases to be a corporation in good standing under the laws of Canada or of a Province or Territory of Canada, as applicable.

## 24 Remedies on Default

24.1 Without limiting any remedy or other action Canada may take under this Agreement, in the event ABORIGINAL FIREFIGHTERS OF CANADA is in default under this Agreement, the parties will communicate or meet to review the situation.

24.2 In the event ABORIGINAL FIREFIGHTERS OF CANADA is in default under this Agreement, Canada may take one or more of the following actions:

- (a) require ABORIGINAL FIREFIGHTERS OF CANADA 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 ABORIGINAL FIREFIGHTERS OF CANADA to seek advisory support acceptable to Canada;
- (c) withhold any Funding otherwise payable under this Agreement;
- (d) require ABORIGINAL FIREFIGHTERS OF CANADA to take any other reasonable action necessary to remedy the default;
- (e) take such other reasonable action as Canada deems necessary, including any remedies which may be set out in any Schedule; or
- (f) terminate this Agreement.

## 25 Repayment

25.1 ABORIGINAL FIREFIGHTERS OF CANADA shall, at such times as this Agreement specifies and otherwise upon written demand, repay to Canada any amount of the Funding which:

- (a) has not been accounted for by ABORIGINAL FIREFIGHTERS OF CANADA in accordance with this Agreement;
- (b) is spent by ABORIGINAL FIREFIGHTERS OF CANADA for purposes other than those authorized under this Agreement;
- (c) Canada determines to be a recoverable stacking amount under section 22; or
- (d) is an overpayment or any other amount that is repayable by ABORIGINAL FIREFIGHTERS OF CANADA under this Agreement.

Such amounts are debts due to the Crown.

25.2 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.

25.3 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 pursuant to subsection 25.1 and 25.2; and
- (b) any amount that ABORIGINAL FIREFIGHTERS OF CANADA owes to the Crown under legislation or any other agreement of any kind.

## **26 Non-Monetary Contributions**

- 26.1 Canada may provide a contribution of goods or services to ABORIGINAL FIREFIGHTERS OF CANADA to support ABORIGINAL FIREFIGHTERS OF CANADA's delivery of any Activities.
- 26.2 With the written consent of ABORIGINAL FIREFIGHTERS OF CANADA, a 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 ABORIGINAL FIREFIGHTERS OF CANADA; and
  - (b) issuing a notice of non-monetary contribution ("NONMC") to ABORIGINAL FIREFIGHTERS OF CANADA for the delivery of the contributed goods or services pursuant to this section.
- 26.3 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.
- 26.4 Any non-monetary contribution with a value in excess of \$5,000 may be made by way of Canada and ABORIGINAL FIREFIGHTERS OF CANADA entering into a non-monetary contribution agreement.
- 26.5 Where Canada contributes goods and/or services under this section, ABORIGINAL FIREFIGHTERS OF CANADA shall:
- (a) 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 either its Consolidated Audited Financial Statements if Consolidated Audited Financial Statements are required under this Agreement, or in its other financial reports as identified in Schedule 5.

## **27 Audit**

- 27.1 Canada may audit or cause to have audited the accounts and records of ABORIGINAL FIREFIGHTERS OF CANADA 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 ABORIGINAL FIREFIGHTERS OF CANADA's compliance with the terms and conditions of this Agreement;
  - (b) review ABORIGINAL FIREFIGHTERS OF CANADA'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 ABORIGINAL FIREFIGHTERS OF CANADA pursuant to this Agreement.
- 27.2 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.
- 27.3 Canada shall notify ABORIGINAL FIREFIGHTERS OF CANADA at least 2 weeks in advance of an audit under this section.
- 27.4 In the event of an audit under this section, ABORIGINAL FIREFIGHTERS OF CANADA shall, upon request:



- (a) provide the auditors with all accounts and records of ABORIGINAL FIREFIGHTERS OF CANADA 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 ABORIGINAL FIREFIGHTERS OF CANADA's premises;
- (e) direct any entity that has provided accounting or record-keeping services to ABORIGINAL FIREFIGHTERS OF CANADA to provide copies of those accounts and records to the auditors; and
- (f) give consent to ABORIGINAL FIREFIGHTERS OF CANADA's auditors to allow access by Canada's auditors to working papers of ABORIGINAL FIREFIGHTERS OF CANADA's auditors that support the opinion or disclaimer of opinion on Consolidated Audited Financial Statements where Consolidated Audited Financial Statements are required under this Agreement.

27.5 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 ABORIGINAL FIREFIGHTERS OF CANADA 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.

27.6 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 ABORIGINAL FIREFIGHTERS OF CANADA that, in the opinion of any auditor employed or contracted by Canada, may be relevant to the audit.

27.7 An audit under this section does not limit:

- (a) Canada's right to conduct an evaluation of this Agreement under section 28 of this Agreement;
- (b) ABORIGINAL FIREFIGHTERS OF CANADA's obligation to provide to Canada the financial reports identified in Schedule 5; or
- (c) Canada's right to appoint an independent auditor or to require ABORIGINAL FIREFIGHTERS OF CANADA to appoint an independent auditor under subsection 15.3 where Consolidated Audited Financial Statements have not been provided to Canada by ABORIGINAL FIREFIGHTERS OF CANADA.

## **28 Evaluation**

28.1 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.

28.2 ABORIGINAL FIREFIGHTERS OF CANADA 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 14.5.

## **29 Dispute Resolution**

29.1 Canada and ABORIGINAL FIREFIGHTERS OF CANADA 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.

29.2 Canada and ABORIGINAL FIREFIGHTERS OF CANADA 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.

## **30 Termination**

30.1 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.

30.2 In the event of the termination of this Agreement:

- (a) ABORIGINAL FIREFIGHTERS OF CANADA shall provide Canada with all reporting for all Funding 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 ABORIGINAL FIREFIGHTERS OF CANADA any Funding owed to ABORIGINAL FIREFIGHTERS OF CANADA up to the termination date of this Agreement unless ABORIGINAL FIREFIGHTERS OF CANADA and Canada agree otherwise in writing;
- (c) without limiting any other obligation under this Agreement to repay amounts to Canada, ABORIGINAL FIREFIGHTERS OF CANADA shall repay to Canada any unexpended Funding up to the termination date of this Agreement, and within 120 days thereof, unless ABORIGINAL FIREFIGHTERS OF CANADA and Canada agree otherwise in writing; and
- (d) ABORIGINAL FIREFIGHTERS OF CANADA shall fulfill any other obligation relating to termination as set out in any Schedule.

### 31 This Agreement

31.1 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.

31.2 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 - Funding and Schedule of Payments
- SCHEDULE 4 - Delivery Requirements and Funding Adjustment Factors
- SCHEDULE 5 - Reporting and Due Dates
- SCHEDULE 6 - Projects
- SCHEDULE 7 - Intentionally Omitted

31.3 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.

31.4 If the phrase "Intentionally Omitted" appears in this Agreement opposite a section number, it either means 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 this Agreement.

31.5 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:* 11 (Eligible Expenses - General); 12 (Reimbursement of Ineligible Expenditures); 14 (Reports and Records); 15 (Where Reporting or Disclosure Requirements are not met); 16 (Contracting-out and Delegation); 17 (Distributed Payments to Sub-Recipients); 19 (Indemnification); 23 (Default); 24 (Remedies on Default); 25 (Repayment); 27 (Audit); 28 (Evaluation); 29 (Dispute Resolution); 30.2 (Termination - consequential terms); and, 40 (Intellectual Property); and
- (b) *Schedule 2 Contribution and Grant Funding:* any sections or subsections that concern spending or repayment of any Funding that could apply following expiry or termination of this Agreement.

31.6 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.

31.7 This Agreement will be interpreted in accordance with the laws of Canada and the applicable laws of British Columbia.

## **32 Amendments**

32.1 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: (i) a NOBA; (ii) a notice of acceptance for periodic payment changes under subsection 10.1; (iii) a notice of issuing a new Schedule 5 to update reporting requirements for a Fiscal Year under section 14.3; or (iv) a notice to extend a reporting deadline under subsection 14.4.

## **33 Waiver**

33.1 No provision of this Agreement and no event of default by ABORIGINAL FIREFIGHTERS OF CANADA 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.

33.2 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.

## **34 Assignment**

34.1 ABORIGINAL FIREFIGHTERS OF CANADA may contract-out or delegate any of its functions or obligations under this Agreement in accordance with section 16, but shall not assign any of its rights or obligations under this Agreement without the prior written consent of Canada.

34.2 This Agreement is binding upon the parties and their respective administrators, successors, and assigns.

## **35 Lobbyists**

35.1 ABORIGINAL FIREFIGHTERS OF CANADA 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*.

35.2 ABORIGINAL FIREFIGHTERS OF CANADA 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.

## **36 Warranty of Authority**

36.1 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.

36.2 ABORIGINAL FIREFIGHTERS OF CANADA further represents and warrants that it has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and that it is duly incorporated and in good standing under the laws of Canada or of a Province or a Territory of Canada, and will remain in good standing at all times during the term of this Agreement.

## **37 Communications Related to Funding**

37.1 Each party reserves the right to communicate to the public about this Agreement and the funded Activities 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.

## **38 Conflict of Interest Regarding Federal Officials**

38.1 ABORIGINAL FIREFIGHTERS OF CANADA 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 Post-employment 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.

### **39 Public Disclosure**

39.1 Without limiting any right, obligation or capacity of Canada to disclose information, Canada may publicly disclose the name and address of ABORIGINAL FIREFIGHTERS OF CANADA, 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.

### **40 Intellectual Property**

40.1 All intellectual property that arises out of or under this Agreement will be owned by ABORIGINAL FIREFIGHTERS OF CANADA or a third party as may be set out in an agreement between ABORIGINAL FIREFIGHTERS OF CANADA and such third party.

40.2 ABORIGINAL FIREFIGHTERS OF CANADA hereby grants to Canada a non-exclusive, royalty-free, fully-paid, perpetual, worldwide, and irrevocable licence to exercise all intellectual property rights for any Crown purpose with respect to all:

- (a) activity, financial and evaluation reports and records and other records or communications related to the administration of this Agreement that are delivered by ABORIGINAL FIREFIGHTERS OF CANADA to Canada under this Agreement; and
- (b) intellectual property created or developed by or for ABORIGINAL FIREFIGHTERS OF CANADA in the course of implementing, providing or promoting the Activities, and in which copyright subsists.

40.3 ABORIGINAL FIREFIGHTERS OF CANADA shall also fulfill any requirements relating to intellectual property set out in the Schedules and shall secure all necessary rights to give effect to the licences granted under this Agreement.

### **41 Notices**

41.1 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:  
10 Rue Wellington  
Gatineau, QC  
K1A 0H4

(b) ABORIGINAL FIREFIGHTERS OF CANADA at:  
12411 Dawson Place  
Maple Ridge, BC  
V4R 2L6

41.2 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.

### **42 Execution**

42.1 This Agreement is signed on behalf of ABORIGINAL FIREFIGHTERS OF CANADA and on behalf of Canada by their duly authorized representatives.

42.2 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.

43 Official Languages

43.1 ABORIGINAL FIREFIGHTERS OF CANADA shall, when requested by Canada and in a manner both parties agree to that is consistent with applicable laws, provide any or all of the following in relation to the Activities under this Agreement in both of Canada's official languages (English and French): (i) information; (ii) signage; (iii) oral and written communications; (iv) services; and (v) opportunities for official language minorities to participate in functions related to the Activities.

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** **Aboriginal Firefighters Association of Canada**  
**as represented by the Minister of Indigenous Services**

by: Nelson Barbosa

Name: Nelson Barbosa  
Title: Senior Director, Housing and Infrastructure Service Reform Directorate  
Department of Indigenous Services

Date: 09-14-2021

by: 

Name: Blaine Wiggins  
Title: Executive Director  
Aboriginal Firefighters Association of Canada

I have the authority to bind the corporation

Date: 09-15-2021

by: Blaine Wiggins

Name: Michelle Vandevord  
Title: President  
Aboriginal Firefighters Association of Canada

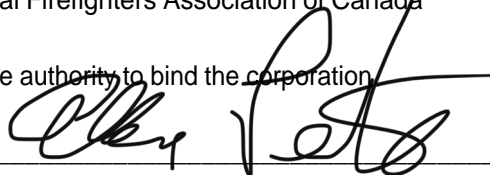
I have the authority to bind the corporation

Date: September 16/ 2021

by:   
Michelle Vandevord (Sep 16, 2021 15:37 MDT)

Name: Allan Peters  
Title: Secretary/Treasurer  
Aboriginal Firefighters Association of Canada

I have the authority to bind the corporation

Date: 

## 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 3 under the heading Program Service Area/Program Inventory/ Budget Activity/Functional Area, including any Project.

**"Agency"** means any authority, board, committee, or other third party authorized to carry out any functions or Activities under this Agreement on behalf of ABORIGINAL FIREFIGHTERS OF CANADA.

**"Agreement"** means this 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 3 under the heading "Block Funding".

**"Consolidated Audited Financial Statements"** means ABORIGINAL FIREFIGHTERS OF CANADA'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 4 or Schedule 6 for ABORIGINAL FIREFIGHTERS OF CANADA to supplement any Set, Fixed, or Flexible 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 4 and 6.

**"Federal Department"** means a federal department or federal government institution through which the Crown provides any of the Funding.

**"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 3 under the heading "Fixed Funding".

**"Flexible Funding"** means that portion of the Funding, if any, set out in Schedule 3 under the heading "Flexible Funding".

**"Funding"** means the amounts payable or paid by Canada to ABORIGINAL FIREFIGHTERS OF CANADA 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 3 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 3 that are related to health.

**"ISC"** means the Department of Indigenous Services.

**"main body of this Agreement"** means that portion of this Agreement that precedes this Schedule.

**"Management Action Plan"** means a plan, developed by ABORIGINAL FIREFIGHTERS OF CANADA and acceptable to Canada, which reflects measures to be taken by ABORIGINAL FIREFIGHTERS OF CANADA to remedy a default under this Agreement as it applies with Contribution 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 3;

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 3; and
- (ii) each Activity found in any table entitled "Block Activity Delivery Requirements" in Schedule 3.

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

**"Project"** means any project described in Schedule 6.

**"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 3 under the heading "Set Funding".

## 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 Set Funding

- 2.1 ABORIGINAL FIREFIGHTERS OF CANADA may only expend Set Funding:
- (a) for each of the Activities for which it is allocated in Schedule 3 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.
- 2.2 ABORIGINAL FIREFIGHTERS OF CANADA may, with the written agreement of Canada, reallocate any Set Funding among any Functional Areas within the same Budget Activity set out in Schedule 3 during the same Fiscal Year.
- 2.3 ABORIGINAL FIREFIGHTERS OF CANADA shall immediately notify Canada in writing during a Fiscal Year if it anticipates having unexpended Set Funding for that Fiscal Year.
- 2.4 If, at the end of a Fiscal Year and following any reallocation permitted in this section, ABORIGINAL FIREFIGHTERS OF CANADA has not expended all Set Funding as allocated for each Activity for that Fiscal Year, ABORIGINAL FIREFIGHTERS OF CANADA shall repay the unspent amount to Canada. If Cost-Sharing applies to the Activity, ABORIGINAL FIREFIGHTERS OF CANADA shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all sources.
- 2.5 Subject to the funding provisions of this Agreement, Canada shall reimburse to ABORIGINAL FIREFIGHTERS OF CANADA any shortfall in Set Funding for any Activity that is described in the Delivery Requirements as being subject to full reimbursement.

#### 3 Fixed Funding

- 3.1 ABORIGINAL FIREFIGHTERS OF CANADA may only expend Fixed Funding:
- (a) for each of the Activities for which it is allocated in Schedule 3 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.
- 3.2 Unless Schedule 4 or Schedule 6 provides otherwise, ABORIGINAL FIREFIGHTERS OF CANADA may reallocate any Fixed Funding for a Budget Activity set out in Schedule 3, among any Functional Areas of that Budget Activity during a Fiscal Year, provided that the Activities corresponding to those Functional Areas are delivered in that Fiscal Year.
- 3.3 Subject to subsection 3.4, if ABORIGINAL FIREFIGHTERS OF CANADA has not expended all Fixed Funding that is allocated or has been reallocated for an Activity for that Fiscal Year, ABORIGINAL FIREFIGHTERS OF CANADA shall repay the unspent amount to Canada. If Cost-Sharing applies to the Activity, ABORIGINAL FIREFIGHTERS OF CANADA shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount.
- 3.4 Subject to paragraph 30.2(c) of the main body of this Agreement, ABORIGINAL FIREFIGHTERS OF CANADA may retain and spend any unexpended Fixed Funding from a Fiscal Year in respect of an Activity ("unspent amount") in accordance with this section.
- (a) For a Fiscal Year other than the final Fiscal Year, where the Delivery Requirements for the Activity



in respect of which there is an unspent amount have not been completed, in the Fiscal Year for which that amount was provided, ABORIGINAL FIREFIGHTERS OF CANADA may retain and spend that amount in the following Fiscal Year if the following conditions are met:

- (i) ABORIGINAL FIREFIGHTERS OF CANADA spends the unspent amount on the same Activity or on an Activity that is similar to and has the same purpose as the Activity for which the Fixed Funding was provided;
  - (ii) the unspent amount is used before the earlier of:
    - (A) the expiry or termination of this Agreement; and
    - (B) any date that was communicated in writing by Canada to ABORIGINAL FIREFIGHTERS OF CANADA, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative;
  - (iii) ABORIGINAL FIREFIGHTERS OF CANADA reports on its expenditure of the unexpended Fixed Funding in accordance with the *Reporting Guide*; and
  - (iv) Any unspent amount from any Health Activities is not expended on any non-Health Activities and any unspent amount for any non-Health Activities is not expended on any Health Activities.
- (b) Where all Delivery Requirements for the Activity in respect of which there is an unspent amount have been completed, in the Fiscal Year for which that amount was provided, ABORIGINAL FIREFIGHTERS OF CANADA may retain and spend that amount in the following Fiscal Year or within 1 year after the expiry of this Agreement if that is the year following the accumulation of the unspent amount, if the following conditions are met:
- (i) ABORIGINAL FIREFIGHTERS OF CANADA spends the unspent amount on
    - (A) an Activity that is similar to and has the same purpose as the Activity for which the Fixed Funding was provided; or
    - (B) a different Activity in accordance with a plan for expenditure for the unspent amount that is submitted by ABORIGINAL FIREFIGHTERS OF CANADA to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to ABORIGINAL FIREFIGHTERS OF CANADA;
  - (ii) ABORIGINAL FIREFIGHTERS OF CANADA reports on its expenditure of the unexpended Fixed Funding in accordance with the *Reporting Guide*; and
  - (iii) Any unspent amount from any Health Activities is not expended on any non-Health Activities and any unspent amount for any non-Health Activities is not expended on any Health Activities.

#### **4 Flexible Funding**

4.1 ABORIGINAL FIREFIGHTERS OF CANADA may only expend Flexible Funding:

- (a) for each of the Activities for which it is allocated in Schedule 3 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.

4.2 Unless Schedule 4 or Schedule 6 provides otherwise, ABORIGINAL FIREFIGHTERS OF CANADA 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 3, 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 3, during a Fiscal Year.

4.3 Subject to paragraph 30.2(c) of the main body of this Agreement, if at the end of a Fiscal Year other than the final Fiscal Year, ABORIGINAL FIREFIGHTERS OF CANADA has not expended all Flexible Funding for that Fiscal Year, ABORIGINAL FIREFIGHTERS OF CANADA may retain the unspent amount for expenditure in a subsequent Fiscal Year in accordance with this section:

(a) With respect to non-Health Activities, if the following conditions are met:

- (i) ABORIGINAL FIREFIGHTERS OF CANADA expends the unexpended Flexible Funding:
  - (A) on an Activity that is the same or similar to and has the same purpose as the Activity for which the Flexible Funding was provided; or
  - (B) in accordance with a plan for expenditure of the unexpended Flexible Funding that is submitted by ABORIGINAL FIREFIGHTERS OF CANADA to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to ABORIGINAL FIREFIGHTERS OF CANADA;
- (ii) the unexpended Flexible Funding is used before the earlier of:
  - (A) the expiry or termination of this Agreement, and
  - (B) any date that was communicated in writing by Canada to ABORIGINAL FIREFIGHTERS OF CANADA, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative;
- (iii) any unspent amount from any non-Health Activities is not expended on any Health Activities; and
- (iv) ABORIGINAL FIREFIGHTERS OF CANADA reports on its expenditure of the unexpended Flexible Funding in accordance with the *Reporting Guide*.

(b) With respect to Health Activities, if the following conditions are met:

- (i) ABORIGINAL FIREFIGHTERS OF CANADA expends the unexpended Flexible Funding 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;
- (ii) ABORIGINAL FIREFIGHTERS OF CANADA expends the unexpended Flexible Funding in accordance with a plan for expenditure of the unexpended Flexible Funding that is submitted by ABORIGINAL FIREFIGHTERS OF CANADA to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to ABORIGINAL FIREFIGHTERS OF CANADA;
- (iii) the unexpended Flexible Funding is used before the earlier of:
  - (A) the expiry or termination of this Agreement, and
  - (B) any date that was communicated in writing by Canada to ABORIGINAL FIREFIGHTERS OF CANADA, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative;
- (iv) any unspent amount from any Health Activities is not expended on any non-Health Activities; and
- (v) ABORIGINAL FIREFIGHTERS OF CANADA reports on its expenditure of the unexpended Flexible Funding in accordance with the *Reporting Guide*.

4.4 Subject to subsection 4.3, following any reallocation permitted in this section, ABORIGINAL FIREFIGHTERS OF CANADA shall repay any unexpended Flexible Funding following the earlier of the expiry or termination of this Agreement, and any date that was communicated in writing by Canada to ABORIGINAL FIREFIGHTERS OF CANADA, prior to or when the Agreement was signed or amended, beyond which date an unspent amount may not be retained for a time-limited Activity such as a project or initiative. If Cost-Sharing applies to the Activity, ABORIGINAL FIREFIGHTERS OF CANADA shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all required sources.

## 5 Block Funding

- 5.1 ABORIGINAL FIREFIGHTERS OF CANADA may only expend any Block Funding:
- (a) for the Activities under the heading Block Funding (or BLOCK) in Schedule 3 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.
- 5.2 Subject to subsection 5.4, 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.
- 5.3 Subject to subsection 5.4, and provided that Mandatory Activities, funded by Block Funding, are delivered in the relevant Fiscal Year, ABORIGINAL FIREFIGHTERS OF CANADA may expend Block Funding on any Activities funded by Set, Fixed or Flexible Funding during that Fiscal Year if ABORIGINAL FIREFIGHTERS OF CANADA submits a written plan to Canada for such expenditures and Canada accepts the plan by notice to ABORIGINAL FIREFIGHTERS OF CANADA.
- 5.4 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.
- 5.5 If, at the end of a Fiscal Year, ABORIGINAL FIREFIGHTERS OF CANADA 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 5.3, ABORIGINAL FIREFIGHTERS OF CANADA may, subject to paragraph 30.2(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 ABORIGINAL FIREFIGHTERS OF CANADA:
- (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 ABORIGINAL FIREFIGHTERS OF CANADA;
  - (b) an unspent amount from any Health Activities may not be expended on any non-Health Activities, nor may any unspent 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.

## 6 Limit on Reallocation of Contribution Funding

- 6.1 Notwithstanding sections 2 to 5 of this Schedule the following limitations apply to the reallocation of the following funding amounts in Schedule 3:
- (a) Supplementary Health Benefits (SHB) funding may only be reallocated within the SHB Program Inventory;
  - (b) Indian Residential Schools (IRS) funding may only be reallocated within the Mental Wellness IRS Budget Activity;
  - (c) Jordan's Principle funding may only be reallocated within the Jordan's Principle Program Inventory; and
  - (d) Health Services Integration Fund and Capital Investments funding may not be reallocated

## 7 Grant Funding

- 7.1 ABORIGINAL FIREFIGHTERS OF CANADA may only expend the Grant Funding for the Activities for which it is allocated in Schedule 4 under the heading Grant Funding.
- 7.2 Subject to paragraph 30.2(c) of the main body of this Agreement, ABORIGINAL FIREFIGHTERS OF CANADA may retain any unexpended Grant Funding in a subsequent Fiscal Year and after the expiry of

this Agreement.

- 7.3 If at any time, ABORIGINAL FIREFIGHTERS OF CANADA no longer meets Canada's eligibility requirements for Grant Funding for any Activity, Canada may require ABORIGINAL FIREFIGHTERS OF CANADA to repay to Canada up to the full amount of the Grant Funding paid to ABORIGINAL FIREFIGHTERS OF CANADA for that Activity of the Grant Funding.

**SCHEDULE 3:**  
**1.0 - Program/Service Budgets, Authorities and Schedule of Monthly Payments Plan**  
 As Of 2021/09/14

Arrangement #: 2122-HQ-000064

Arrangement Type: FA - OTHER

Recipient: 3207 - ABORIGINAL FIREFIGHTERS OF CANADA

Fiscal Year: 2021-2022

DEPARTMENT OF INDIGENOUS SERVICES

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 \$
<b>SET CONTRIBUTION FUNDING (SET)</b>															
PROGRAM SERVICE AREA / PROGRAM INVENTORY / BUDGET ACTIVITY / FUNCTIONAL AREA															
Program Service Area: Community Infrastructure															
Program Inventory: OTHER COMM INFRA & ACTIV - D0059															
Budget Activity: FIRE MARSHAL'S OFFICE - B591K															
Functional Area: FIRE MARSHAL'S OFFICE - Q3HR (C0000 - DEFAULT ACCOUNT) (2022/03/31)															
													Fund: 377		
													Cost Center: A43053		
001	0.00	0.00	0.00	0.00	0.00	664,290.00	110,715.00	110,715.00	110,715.00	110,715.00	110,715.00	110,715.00	0.00	147,620.00	1,476,200.00

**TOTAL 2021-2022 SET CONTRIBUTION FUNDING (SET)**

0.00    0.00    0.00    0.00    0.00    664,290.00    110,715.00    110,715.00    110,715.00    110,715.00    110,715.00    110,715.00    110,715.00    0.00    147,620.00    1,476,200.00

**TOTAL 2021-2022 DEPARTMENT OF INDIGENOUS SERVICES**

0.00    0.00    0.00    0.00    0.00    664,290.00    110,715.00    110,715.00    110,715.00    110,715.00    110,715.00    110,715.00    110,715.00    0.00    147,620.00    1,476,200.00

**TOTAL 2021-2022**

0.00    0.00    0.00    0.00    0.00    664,290.00    110,715.00    110,715.00    110,715.00    110,715.00    110,715.00    110,715.00    110,715.00    0.00    147,620.00    1,476,200.00

**GRAND TOTAL**

1,476,200.00

**SCHEDULE 3:**  
**2.0 - Cash Flow by Fiscal Year by Department**  
 As Of 2021/09/14

Arrangement #: **2122-HQ-000064**  
 Arrangement Type: **FA - OTHER**  
 Recipient: **3207 - ABORIGINAL FIREFIGHTERS OF CANADA**

<b>Budget</b>	<b>Funding</b>	<b>2021-2022</b>	<b>Total</b>
<b>Department of Indigenous Services</b>	Set Contribution	1,476,200.00	1,476,200.00
	Total	1,476,200.00	1,476,200.00
<b>Total</b>		<b>1,476,200.00</b>	<b>1,476,200.00</b>

**SCHEDULE 3:**  
**3.0 - Cash Flow by Month and Year - ALL FUNDING by type and month**  
 As Of 2021/09/14

Arrangement #: 2122-HQ-000064  
 Arrangement Type: FA - OTHER  
 Recipient: 3207 - ABORIGINAL FIREFIGHTERS OF CANADA

<b>Set Contribution</b>															
	April	May	June	July	August	September	October	November	December	January	February	March	Pool	Holdback	Total
<b>2021-2022</b>	0.00	0.00	0.00	0.00	0.00	664,290.00	110,715.00	110,715.00	110,715.00	110,715.00	110,715.00	110,715.00	0.00	147,620.00	1,476,200.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>664,290.00</b>	<b>110,715.00</b>	<b>110,715.00</b>	<b>110,715.00</b>	<b>110,715.00</b>	<b>110,715.00</b>	<b>110,715.00</b>	<b>0.00</b>	<b>147,620.00</b>	<b>1,476,200.00</b>

**SCHEDULE 3:**  
**4.0 - Cash Flow by Month - Current Year - All Funding by Month and Department**

As Of 2021/09/14

Arrangement #: **2122-HQ-000064**  
 Arrangement Type: **FA - OTHER**  
 Recipient: **3207 - ABORIGINAL FIREFIGHTERS OF CANADA**  
 Fiscal Year: **2021-2022**

**Department of Indigenous Services**

Funding	Total	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	Pool	Holdback
<b>Set Contribution</b>	\$1,476,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$664,290.00	\$110,715.00	\$110,715.00	\$110,715.00	\$110,715.00	\$110,715.00	\$110,715.00	\$0.00	\$147,620.00
<b>Total</b>	<b>\$1,476,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$664,290.00</b>	<b>\$110,715.00</b>	<b>\$110,715.00</b>	<b>\$110,715.00</b>	<b>\$110,715.00</b>	<b>\$110,715.00</b>	<b>\$110,715.00</b>	<b>\$0.00</b>	<b>\$147,620.00</b>



**SCHEDULE 4**

**DELIVERY REQUIREMENTS AND FUNDING ADJUSTMENT FACTORS**

**1 Application**

1.1

This Schedule does not apply to Projects under Schedule 6.

**HEALTH ACTIVITIES**

**2 Intentionally Omitted**

**3 Intentionally Omitted**

**4 Intentionally Omitted**

**5 Intentionally Omitted**

**6 Intentionally Omitted**

**NON-HEALTH ACTIVITIES**

**7 Intentionally Omitted**

**8 Intentionally Omitted**

**9 Intentionally Omitted**

**10 Intentionally Omitted**

**11 Intentionally Omitted**

**12 Intentionally Omitted**

## SCHEDULE 5 - REPORTING AND DUE DATES ABORIGINAL FIREFIGHTERS OF CANADA (3207)

Arrangement No.: 2122-HQ-000064

Funding Agreement for other recipients

Program / Report Name	Reports Due
<b>TP - Financial</b>	

No DCI - (F-0190) - Annual Audited Financial Statement (General Reporting Model)

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

Annual Audited Financial Statement (General Reporting Model)

2022/07/29

**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)'**

**SCHEDULE 5 - Reporting Requirements and Due Dates**  
**Fiscal Year 2021-2022**

<b>CFA Area</b>	<b>Report or Title</b>	<b>Due Date</b>	<b>Recipient</b>	<b>Delivery Method</b>
2.1	Schedule for the Development of Workflow Diagrams for Delivery of All AFAC/NIFSC Programs	June 30, 2021	ISC	Electronic
3.2	Q1 AFAC/NIFSC National Newsletter	June 30, 2021	ISC	Electronic
3.2	Q1 AFAC/NIFSC Reporting and Project Updates	June 30, 2021	ISC	Electronic
3.2	Research Completed on the Perception of the NIFSC and the Plan Forward for Brand Maturation	June 30, 2021	ISC	Electronic
1.2	Circulating a Fire Prevention Lesson Plan with Technical Service Groups and ISC for Comments/Feedback	July 31, 2021	ISC	Electronic
1.3	Develop a Virtual Fire Prevention Training Program for the National Fire Competition	July 31, 2021	ISC	Electronic
1.3	Distribute a Communications Plan for the National Fire Competition, and the Corresponding Instructions for Technical Service Groups and ISC	July 31, 2021	ISC	Electronic
1.1	Q1 Financial and Activity Report (ISC/AFAC Board)	August 31, 2021	ISC	Electronic
1.1	Q1 Detailed Expenditure Review, Including Travel Details	August 31, 2021	ISC	Electronic
1.2	National Poster Contest Mid-Project Progress Report	September 30, 2021	ISC	Electronic
2.1	Full Development of the Business Requirements Document (BRD) and Verification of Project Deliveries Against the BRD	September 30, 2021	ISC	Electronic
1.1	AFAC Board of Directors Meeting - Meeting Minutes	October 31, 2021	ISC	Electronic
1.1	Q2 Financial and Activity Report (ISC/AFAC Board)	October 31, 2021	ISC	Electronic
1.1	September Detailed Expenditure Review, Including Travel Details	October 31, 2021	ISC	Electronic
2.1	Funding Arrangement Review and Progress Report	October 31, 2021	ISC	Electronic
3.2	Q2 AFAC/NIFSC National Newsletter	October 31, 2021	ISC	Electronic
3.2	Q2 AFAC/NIFSC Reporting and Project Updates	October 31, 2021	ISC	Electronic
1.1	AFAC Annual General Meeting - Approved Meeting Minutes (External - Via Website)	November 30, 2021	ISC	Electronic
1.1	October Detailed Expenditure Review, Including Travel Details	November 30, 2021	ISC	Electronic
1.3	National Fire Competition Summary Report, Including Regional and National Prize Winners	November 30, 2021	ISC	Electronic
1.1	Q3 Comprehensive Funding Arrangement Review (ISC/AFAC)	December 31, 2021	ISC	Electronic
1.1	November Detailed Expenditure Review, Including Travel Details	December 31, 2021	ISC	Electronic
1.1	Q3 Financial and Activity Report (ISC/AFAC Board)	January 31, 2022	ISC	Electronic
1.1	December Detailed Expenditure Review, Including Travel Details	January 31, 2022	ISC	Electronic
2.1	Funding Arrangement Review and Progress Report	January 31, 2022	ISC	Electronic
3.2	Q3 AFAC/NIFSC National Newsletter	January 31, 2022	ISC	Electronic
3.2	Q3 AFAC/NIFSC Reporting and Project Updates	January 31, 2022	ISC	Electronic
1.1	January Detailed Expenditure Review, Including Travel Details	February 28, 2022	ISC	Electronic
1.1	Q4 Financial and Activity Report (ISC/AFAC Board)	March 31, 2022	ISC	Electronic
1.1	AFAC Board of Directors Meeting - Meeting Minutes	March 31, 2022	ISC	Electronic
1.1	February Detailed Expenditure Review, Including Travel Details	March 31, 2022	ISC	Electronic
1.2	National Poster Contest Summary Report, Including Regional and National Prize Winners	March 31, 2022	ISC	Electronic
2.1	Year-End Report and Funding Arrangement Deliverables Report	March 31, 2022	ISC	Electronic
2.2	Fire Department Diversity and Inclusion: Creating Opportunities for Indigenous Recruitment - Research Report	March 31, 2022	ISC	Electronic
2.2	Community-Based Fire Research Report	March 31, 2022	ISC	Electronic
2.2	Apparatus Capital Equipment Recycling Research Report	March 31, 2022	ISC	Electronic
2.2	Fire Safety Messaging Research Report	March 31, 2022	ISC	Electronic
2.2	Fire Safety Ambassador Research Report	March 31, 2022	ISC	Electronic
2.2	NIRS Summary Data Collection Report	March 31, 2022	ISC	Electronic

2.2	Fire Incident Death-Related Cause and Determination Report - Collection and Dissemination	March 31, 2022	ISC	Electronic
3.1	IT and Communications Summary Utilization Report	March 31, 2022	ISC	Electronic
3.1	IT and Communications Resource Planning Report	March 31, 2022	ISC	Electronic
3.2	Q4 AFAC/NIFSC National Newsletter	March 31, 2022	ISC	Electronic
3.2	Q4 AFAC/NIFSC Reporting and Project Updates	March 31, 2022	ISC	Electronic
1.1	March Detailed Expenditure Review, Including Travel Details	April 30, 2022	ISC	Electronic
2.1	Preliminary (Pre-Audit) Expenditure Report, 2021-2022	April 30, 2022	ISC	Electronic
1.1	AFAC Annual Report, 2021-2022	May 31, 2022	ISC	Electronic
1.1	AFAC Annual Audited Financial Statement, 2021-2022	July 29, 2022	ISC	Electronic

## SCHEDULE 6

### PROJECTS

#### 1 Project Description

1.1 In addition to the Constitution & Bylaws, the strategic plan objectives of AFAC are to unite Indigenous fire and emergency service organizations through a national association to achieve the following objectives:

##### **Goal 1: Fire Prevention**

- (a) Delivery of National Fire Prevention Programs
- (b) Liaison with Fire Prevention Organizations/Associations
- (c) Promote NFPA standards and best practices to Indigenous fire services
- (d) Define minimal fire prevention programs in Indigenous communities
- (e) Support the evolution of a national fire reporting system

##### **Goal 2: Legislative Standards**

- (a) Support the implementation of National Fire Protection legislation on reserve that defines Authority Having Jurisdiction and applicable codes
- (b) Support the use of Building and Fire Codes on reserve adopted by First Nations as required in proposed Fire Protection legislation and/or regulations
- (c) Support the evolution of a national comparable fire inspection strategy
- (d) Provide technical support for Indigenous fire departments enhancing their Fire Underwriter Survey

##### **Goal 3: Fire Service Operations Standards**

- (a) Operational standards (training, equipment, environmental scan, fire protection programs, community infrastructure support, volunteerism, etc.)
- (b) Enhancing fire service capacity on reserve (Fire Chiefs/Prevention Officers, etc.)
- (c) Enhance community fire service support through regional Indigenous emergency services organizations, Indigenous Fire Marshal or circuit rider program
- (d) Continue to support the evolution of Levels of Services Standards (ISC)

##### **Goal 4: National Coordination for Aboriginal Fire Services and Emergency Services**

- (a) Implementation of an Indigenous Federal Fire Marshal Program
- (b) Provide policy advice to ISC
- (c) Liaison with the Assembly of First Nations and regional First Nation political groups on fire policies
- (d) Liaison with other national fire organizations (CAFC, CVFA, CCFMFC & CFFF)
- (e) Provide support to regional and community Emergency Management Services
- (f) Provide support to enhance Emergency Medical Service providers for First Nation communities

#### 2 Project Funding

2.1 The funding that Canada shall contribute to ABORIGINAL FIREFIGHTERS OF CANADA for this Project is set out below and is included in Schedule 3. This funding may only be used, with respect to this Project, by ABORIGINAL FIREFIGHTERS OF CANADA for the eligible expenditure categories listed in the chart below, between (2021/04/01) to (2022/03/31). Any eligible expenditure category amounts set out in the right column of the chart are budgetary estimates which ABORIGINAL FIREFIGHTERS OF CANADA may adjust based on available funding for this Project.

2.2 For greater certainty, all applicable conditions in Schedule 2, apply to this funding:

Eligible Expenditures	Project Funding
<b>Fiscal Year 2021-2022</b>	
<b>ELIGIBLE EXPENDITURES</b>	
<b>AFAC 2021-2022 Core Programs</b>	
1.1 National Fire Competition (NFC)	\$73,300.00
1.2 Fire Prevention Campaign (NPC)	\$51,200.00
1.3 Corporate Audit/Legal	\$15,000.00
1.4 Board Lost Wages	\$6,000.00
1.5 Administration Travel	\$12,500.00

<b>AFAC 2021-2022 Core Programs Total</b>	<b>\$158,000.00</b>
<b>AFAC Administration</b>	
2.1 Executive Director (0.75)	\$81,200.00
2.2 Finance Director (0.6)	\$60,000.00
2.3 Director of Strategic Initiatives (0.4)	\$48,000.00
<b>AFAC Administration Total</b>	<b>\$189,200.00</b>
<b>NIFSC Project Coordination</b>	
3.1 Director of Strategic Initiatives (0.6)	\$86,400.00
3.2 Project Manager (1)	\$118,000.00
3.3 Project Scheduler (0.75)	\$60,000.00
3.4 Project Manager Administration Support (1)	\$75,000.00
3.5 Translation (1)	\$70,000.00
<b>NIFSC Project Coordination Total</b>	<b>\$409,400.00</b>
<b>NIFSC - Infrastructure Operational</b>	
4.1 IT Support (0.6)	\$56,000.00
4.2 IT Software/Licence	\$21,000.00
4.3 Office Supplies	\$8,600.00
4.4 Telecommunications	\$28,900.00
4.5 Shipping/Print	\$10,000.00
4.6 Physical Infrastructure	\$16,000.00
<b>NIFSC - Infrastructure Operational</b>	<b>\$140,500.00</b>
<b>NIFSC - Research / Incident Data Collection</b>	
5.1 Research Coordinator	\$62,500.00
5.2 Research Facilitation	\$175,500.00
5.3 Delivery Specialist (2 x 0.5)	\$89,600.00
<b>NIFSC - Research / Incident Data Collection Total</b>	<b>\$327,600.00</b>
<b>NIFSC - Communications</b>	
6.1 External Communications Activities	\$64,500.00
6.2 Fire Prevention Education	\$28,000.00
6.3 Technical Support	\$38,500.00
6.4 Communications Coordinator	\$72,000.00
6.5 Design/Edit	\$32,000.00
6.6 Website Dashboard	\$16,500.00
<b>NIFSC - Communications Total</b>	<b>\$251,500.00</b>
<b>Maximum Funding for Fiscal Year 2021-2022</b>	<b>\$1,476,200.00</b>

### 3 Project, Delivery Requirements, Milestones and Outcomes

#### 3.1 AFAC Governance & Administration

*Objective:*

- 1 Provide AFAC governance and administration to support Indigenous communities mitigate fire and life safety risks, improve community capacity, and support national coordination of program standards and delivery.

*Activities:*

- 1 Manage all AFAC core financial and corporate filing activities, including maintaining financial software, AP/AR, financial reports, year-end, CRA and corporate registration filings.
- 1 Perform governance strategic planning and implementation of AFAC General Assessment Review recommendations and associated plan for enhancements to AFAC administrative infrastructure, stakeholder accountability, data management and funder reporting.
- 1 Perform 2021-22 Year End Financial Reporting and Independent Audit process.

- | Perform administrative functions to support the delivery of AFAC core programs including the National Firefighter Competition, National Poster Contest (Fire Prevention Awareness Week) and AFAC governance functions (Board meeting and AGM).
- | Coordinate regular scheduled administrative financial meetings to perform financial processing, budget projections, risk management and reporting.
- | Collaborate with national fire service partners including CAFC, NFPA and CCFMFC.
- | Coordinate AFAC Board of Directors travel logistics if F2F meetings are viable and monthly teleconferences.
- | Coordinate AFAC Annual General Meeting.

*Deliverables:*

- | April 2021- March 2022: Monthly financial meetings, financial processing and scheduled corporate filings.
- | June 2021: AFAC Annual Report (External/ISC/AFAC Board)
- | July 2021: Draft Audited Financial Statements (ISC)
- | August 2021: Q1 Activity Report
- | August 2021: Q1 Financial & Activity report (ISC/AFAC Board)
- | August 2021: Logistics coordination and administration of the Annual General Meeting
- | August 2021: Audited Financial Statements (External – via website)
- | August 2021: Q1 Detailed expenditure review including travel details
- | October 2021: AFAC AGM
- | October 2021: AFAC Board of Directors F2F meeting
- | October 2021: Q2 Financial & Activity report, including travel details (ISC/AFAC Board)
- | October 2021: September detailed expenditure review including travel details
- | November 2021: 2021 AGM Approved Minutes (External – via website)
- | November 2021: October detailed expenditure review including travel details
- | December 2021: Q3 CFA Review (ISC/AFAC)
- | December 2021: November detailed expenditure review including travel details
- | January 2022: Q3 Financial & Activity report, including travel details (ISC/AFAC Board)
- | January 2022: December detailed expenditure review including travel details
- | February 2022: January detailed expenditure review including travel details
- | March 2022: Q4 Financial & Activity report, including travel details (ISC/AFAC Board)
- | March 2022: AFAC Board of Directors F2F meeting
- | March 2022: February detailed expenditure review including travel details
- | April 2022: March detailed expenditure review including travel details
- | May 2022: AFAC Annual Report 2021-2022
- | July 2022: AFAC Audited Financial Report

### **3.2 National Poster Contest 2021 (NPC) - Fire Prevention Awareness Week**

*Objective:*

- | Support national coordination of fire prevention and public education activities in Indigenous

communities to promote fire prevention and life safety leading up to and during Fire Prevention Week 2021.

*Activities:*

- | IFMS Program Development team to develop a teacher-based Fire Prevention Lesson Plan (FPL) utilizing the NFPA annual fire prevention week (FPW) campaign for school-aged children (FPW theme announced by NFPA in June 2021). The development is required because there is no current NFPA or other appropriate off the shelf teacher-based FPL plans and required collateral.
- | Distribute the FPL plan to TSG's and ISC for familiarity with delivery details and components.
- | Review and update the distribution list with TSG's and ISC regions.
- | Perform FPW promotions in collaboration with TSG's including posting the schedule, objectives, and information related to the evolution of NPC on the AFAC website.
- | Coordinate the media launch with ISC Regions and mail out promotional materials.
- | Mail out lesson plan kits to the distribution list.
- | Perform pre, during and post fire prevention week communications activities (social media, web, etc.).
- | Oversee the submission of photos of fire prevention awareness week school-based displays.
- | Coordination of prize selection for participating schools and oversee shipping logistics.
- | National Fire Prevention Week Summary report to be submitted to ISC and published on the website.

*Deliverables:*

- | June 2021: Fire prevention lesson (FPL) plan (teacher delivery) with program descriptions defining appropriate age delivery target audience. FPL plans are based on applicable fire safety regulations, fire service industry standards and adoptable NFPA standards and defined age delivery categories. Provincial or territorial Prescribed Learning Outcomes do not require FPL deliveries to subscribe to this format as a complimentary public safety messaging tool.
- | July 2021: Circulate the FPL plan with TSGs and ISC for comments and feedback.
- | September 2021: Update website with event information.
- | September 2021: Advertisement of event focused on schools, the distribution list includes other First Nations contacts to promote the awareness of the program and engagement with other entities that may be able to perform school-based deliveries: First Nations, Inuit, and Metis community administration; Band and federally operated schools; First Nations fire departments; and, Tribal Councils.
- | September 2021: Mid-project progress report.
- | March 2022: NPC Summary Report – including regional prize winners and national prize winners.

### **3.3 National Fire Competition 2021**

*Objective:*

- | Using the National Firefighter Competition (NFC) as a mechanism to support and promote community-based fire prevention. The NFC will promote capacity building and training to enable any First Nations Fire Department (rural, remote, and urban) the opportunity to participate by facilitating training and hosting the competition in a virtual manner.

*Activities:*

- | Develop NFC plan and coordinate with TSGs including BC – FNESS, AB – First Nations Fire Departments, SK – PAGC/SFNEM, MB – Manitoba Tribal Fire Officers, ON – ONFFS, QB – QBFNFC, and ATL – Atlantic FFA.
- | Develop a virtual Fire Prevention workshop tailored to support the NFC competition and development of community-based fire prevention capacity. Develop the delivery schedule for this workshop.
- | Promote NFC components (workshop, public education video submission, prize awarding) and outline the benefits of participating in the competition and developing a fire prevention public education video.
- | Deliver the virtual fire prevention workshop to participants.
- | Collect competition videos.
- | Judge videos for the NFC.
- | Upload videos to YouTube, creating a virtual library accessible to communities.



- | Promote videos through the website and social media platforms during Fire Prevention Week.
- | Coordinate the logistics of prizes and the promotion of winning teams.
- | Collect relevant activity for report development.

*Deliverables:*

- | July 2021: Develop virtual fire prevention training program.
- | July 2021: Communication plan and competition instructions posted on the website, social media, and distributed to TSG's and ISC regions.
- | August 2021: Virtual fire educator training workshops hosted by AFAC/NIFSC.
- | September 2021: Judging completed for regional and national winners.
- | September 2021: Announcement of competition winners.
- | October 2021: Promote videos during Fire Prevention Week (First week of October).
- | October 2021: Prize distribution (selection of fire equipment equivalency and recipients consistent with CFMP authorities).
  - | Regional Prizes = \$27,000
    - n BC - \$5K
    - n SK - \$6K
    - n QC - \$6K
    - n ON - \$5K
    - n ATL - \$5K
  - | Regional Prize Breakdown:
    - n First Place: \$3,000
    - n Second Place: \$2,000
    - n Third Place: \$1,000
  - | National Prizes: \$22,500
    - n First Place: \$10,000
    - n Second Place: \$7,500
    - n Third Place: \$5,000
- | November 2021: Summary Report for the NFC.

### **3.4 NIFSC Project Coordination**

*Objective:*

- | Support Indigenous community fire and life safety capacity by providing project management services for the development of the National Indigenous Fire Safety Council that will deliver community safety and fire service programs.

*Activities:*

- | Perform centralized project plan management to integrate the various project components and interconnected activity.
- | Perform human resources acquisition and resource selection, negotiations, and onboarding activity.
- | Support the identification of subject matter expertise resource requirements and perform related

recruitment or industry acquisition.

- | Administer contracted project resources and service delivery oversight.
- | Perform ongoing human resource management including task assignments, quality reviews, project progress administration and risk management oversight.
- | Perform business process mapping for the various project components and identify key business requirements.
- | Maintain project scheduling activities using integrated project scheduling software.
- | Lead regular project team meetings and oversee internal communications.
- | Perform monthly progress reporting and project schedule updates.
- | Support external collaboration with NIO's, TSG's, ISC and other relevant industry partners.
- | Provide project administrative support services including document management, meeting coordination, logistical support, information distribution and general support services.
- | Perform ongoing project risk mitigation activities including the maintenance of a risk registry and related reporting.
- | Perform media support services (translation, editing, report production).

*Deliverables:*

- | April 2021 - March 2022: Monthly project reports and ongoing tracking, monitoring, and reporting of project status, successes, challenges, and risks registry both internally and externally to ISC.
- | April 2021 - March 2022: Monthly project & regional delivery coordination report to regional, technical, and national partners to foster collaboration, address gaps and the promotion of fire and life safety.
- | April 2021 - March 2022: Monthly monitoring and costs controls including the review and audit of monthly estimates, invoices, and all other related costs.
- | April 2021 - March 2022: Ongoing recruitment for subject matter expertise and needed resources to support the project.
- | May 2021: Comprehensive Funding Agreement (CFA) submission.
- | June 2021: Schedule for the development of workflow diagrams for delivery of all programs, corporate workflows to support corporate policies.
- | July 2021: CFA and UFP review.
- | August 2021: Project human resources position descriptions & web posting of project members.
- | September 2021: CFA Amendment (program delivery, travel, NIRS enhancements).
- | September 2021: Full development of the Business Requirements Document (BRD) and verification of project deliveries against the BRD.
- | October 2021: CFA review and progress report.
- | January 2022: CFA review and progress report.
  
- | March 2022: Year-end report (interim) CFA deliverable report.
  
- | April 2022: Preliminary (pre-audit) expenditure report.

### **3.5 NIFSC Research**

*Objective:*

- | Support the enhancement of fire and life safety capacity in Indigenous communities by developing a comprehensive and evolving research program with input from regional TSG's and ISC.

*Activities:*

- | Collaborate with stakeholders and regional TSG's (via the TAC) for research agenda and data collection processes.
- | Promote the utilization of NIRS data collection through established communications platforms.
- | Perform NIRS data collection directly with communities and relevant fire service partners.
- | Perform Fire Department Diversity and Inclusion, Creating Opportunities for Indigenous Recruitment research.
- | Perform Community-Based Fire research.
- | Perform Apparatus Capital Equipment Recycling research.
- | Perform Fire Safety Messaging research.
- | Perform Fire Safety Ambassador research.

*Deliverables:*

- | April 2021-March 2022:Ongoing collaboration with research agencies to support the broader body of knowledge as it relates to fire and life safety. The research studies to be completed are outlined below (individual descriptions in annex):
  - | Fire Department Diversity and Inclusion, Creating Opportunities for Indigenous Recruitment research report.
  - | Community-Based Fire research report.
  - | Apparatus Capital Equipment Recycling research report.
  - | Fire Safety Messaging research report.
  - | Fire Safety Ambassador research report.
  - | NIRS summary data collection report.
  - | Fire incident death-related cause and determination report collection and dissemination.

### **3.6 Project Information Technology & Operational Infrastructure**

*Objective:*

- | Provide communications, IT and operational infrastructure required by AFAC and the NIFSC project activities.

*Activities:*

- | Coordinate and manage IT licenses, IT license planning and research, and updates as required.
- | IT support for project resources including SharePoint and Outlook access and permission levels.
- | Perform IT coordination to support technology, data platforms, software systems and hardware integration required by project resources.
- | Management of the website and NIRS integration, including layout, design, and updates of all content.
- | Management and troubleshooting associated with the Monday.com database for Program Delivery and the NIRS.
- | Telecommunications for project members.
- | Supplies associated with printing, assembling, and mailing out of all project-related collateral.
- | Management and logistics of storage of AFAC equipment, collateral, and associated materials for the project team.
- | Courier services.
- | Maintenance of software tools/licence fees (\$21,000);
  - | MS Office 365: \$8,000
  - | Wrike PM: \$7,000
  - | Website fees: \$6,000

*Deliverables:*

- | IT and communications summary utilization report.
- | IT and communications resource planning report.

### **3.7 Communications & Support Services**

*Objective:*

- | Provide information to Indigenous communities and leadership of NIFSC purpose, coordination of

national fire and life safety initiatives and research, promote IFMS programs and increase the use of fire prevention campaigns by communities.

*Activities:*

- | Maintain ongoing collaboration and project communications with NIOs, regional political organizations, regional service delivery organizations, national fire service partners national (NFPA, CAFC, CCFMFC), ISC Regions and ISC Headquarters.
- | Coordination with regional service delivery organizations to promote programs & services, national delivered programs (NFC/NPC), regional events & training and virtual training sessions.
- | Develop and produce the quarterly national newsletter, maintain distribution lists, and support ongoing subscriptions.
- | Support the development, production, promotion, and distribution of seasonal messaging campaigns.
- | Provide technical support services to promote services, provide project updates and ensure collaborative dialogue with communities and fire and life safety service providers.
- | Perform editing, layout and design services for public facing documents and reports.
- | Perform social media and paid media-related research to support decision making and ensure the appropriate distribution of NIFSC Project materials is maximized.
- | Translation of all content for all external facing documentation and programs excludes the AFAC Board meeting minutes and the funding agreement.
- | Perform media monitoring and develop appropriate response plans as required.

*Deliverables:*

- | April 2021 - March 2022: Ongoing social media, website updates, project dashboard updates and promotion of regional organization initiatives, MOUs, and research initiatives through communications platforms to provide timely updates for regional, technical, and national partners, as well as communities, and the public.
- | April 2021 - March 2022: Ongoing translation of public facing documents to support English and French audiences.
- | April 2021: NIRS data collection promotion and Fireside Session.
- | June 2021: Q1 National newsletter.
- | June 2021: Q1 reporting and project updates.
- | June 2021: NIRS data collection proportion.
- | June 2021: Promotion of completed research studies in FY 20-21 through communications platforms (External, website).
- | June 2021: Research completed on the perception of the NIFSC brand and the plan forward for brand maturation.
- | July 2021: NIFSC dashboard updated.
- | August – October 2021: Support for the AFAC AGM.
- | September - October 2021: Fire prevention week campaign and awareness promotion and the creation of a virtual fire prevention and education library on YouTube.
- | October 2021: Q1 National newsletter.
  
- | October 2021: Q2 reporting and project updates.
  
- | November 2021: Winter seasonal safety messaging campaign (wood heat maintenance, electric heaters, extension cords, etc.).
  
- | December 2021: Christmas seasonal safety messaging campaign (trees, candles, escape plans, extension cords, etc.).
  
- | January 2022: Q3 National newsletter.
  
- | January 2022: Q3 reporting and project updates.
  
- | March 2022: Spring seasonal safety messaging campaign.
  
- | March 2022: Q4 National newsletter.
  
- | March 2022: Q4 reporting and project updates.

**4 Cost-Sharing - Intentionally Omitted**

**5 Adjustment Factor - Intentionally Omitted**

**6 Pooled Funds - Intentionally Omitted**

**7 Hold Back**

7.1 Canada may hold back 10% of the maximum funding for this Project; to be released within 45 days of completion of all reports set out in Schedule 5 that are related to this Project, to the satisfaction of Canada, subject to subsection 13.1 and section 25 of the main body of this Agreement.

## **8 Insurance Coverage**

8.1 ABORIGINAL FIREFIGHTERS OF CANADA shall maintain insurance coverage sufficient to protect the assets and human resources used in this Project against any reasonably foreseeable risks.

8.2 ABORIGINAL FIREFIGHTERS OF CANADA shall, at a minimum, maintain insurance for the duration of this Project.

8.3 ABORIGINAL FIREFIGHTERS OF CANADA shall bear all costs related to insurance.


# Aboriginal Firefighters Association of Canada - Comprehensive Funding Arrangement 2021-2022


Final Audit Report


2021-09-16


Created:	2021-09-16
By:	Laurie Sallis (laurie.sallis@indigenousfiresafety.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoYByejqTIOvJZavjWGyv5nK7PrMjYJ4i


## "Aboriginal Firefighters Association of Canada - Comprehensive Funding Arrangement 2021-2022" History

 Document created by Laurie Sallis (laurie.sallis@indigenousfiresafety.ca)  
2021-09-16 - 7:42:24 PM GMT- IP address: 216.232.38.109

 Document emailed to Michelle Vandevord (mvandevord@pagc.net) for signature  
2021-09-16 - 7:43:21 PM GMT

 Email viewed by Michelle Vandevord (mvandevord@pagc.net)  
2021-09-16 - 9:36:47 PM GMT- IP address: 216.197.161.72

 Document e-signed by Michelle Vandevord (mvandevord@pagc.net)  
Signature Date: 2021-09-16 - 9:37:57 PM GMT - Time Source: server- IP address: 216.197.161.72

 Agreement completed.  
2021-09-16 - 9:37:57 PM GMT