

**ALBERTA/MÉTIS SETTLEMENTS GENERAL COUNCIL**  
**Consolidated Long-Term Governance and Funding Arrangements**  
**FOR REFERENCE PURPOSES ONLY**

Includes all changes arising from the First Amending Agreement, 15 January 2015,  
and the Second Amending Agreement, 15 March 2016.

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This Agreement [first] made this 4<sup>th</sup> day of July, 2013

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,**  
as represented by the Minister of Aboriginal Relations (the “Minister”)

- and -

**THE MÉTIS SETTLEMENTS GENERAL COUNCIL**  
(the “MSGC”)

- and –

**Buffalo Lake Métis Settlement; East Prairie Métis Settlement; Elizabeth Métis Settlement; Fishing Lake Métis Settlement; Gift Lake Métis Settlement; Kikino Métis Settlement; Paddle Prairie Métis Settlement; and Peavine Métis Settlement**  
(the “Settlements”)

**WHEREAS:**

The Métis Settlements, initially established in 1938, constitute a unique form of Métis self-governance, distinct from municipalities; and

The Government of Alberta and the Métis Settlements have had a long and productive relationship, based on partnership and a government-to-government relationship; and

The 1989 Alberta-Métis Settlements Accord and the subsequent corresponding legislation, including the *Constitution of Alberta Amendment Act*, 1990, established the foundation for Métis people in Alberta to secure their own land base, preserve and enhance Métis culture and identity, gain local autonomy, and achieve economic self-sufficiency; and

On May 25, 2011, the Government of Alberta and the Métis Settlements General Council committed to a process to conclude long-term governance and funding arrangements; and

On March 12, 2013, the Government of Alberta and the Métis Settlements General Council agreed to Long-term Governance and Funding Arrangements that set out key commitments, to be implemented over a ten-year period, that would:

- strengthen Settlement governance and enhance accountability;
- contribute to the long-term sustainability of Settlement communities; and
- establish a fiscal relationship with the Government of Alberta comparable to that of other local governments; and

The Government of Alberta and the Métis Settlements have agreed to programs and initiatives, and have committed the necessary resources, to implement those commitments; and

In implementing these programs and initiatives, the Government of Alberta and the Métis Settlements have undertaken to do so, to the extent reasonable, in a culturally appropriate manner.

**THEREFORE** the Parties agree as follows:

## **1. INTERPRETATION**

**1.1 Definitions** – In this Agreement, the definitions, headings and preamble form part of the Agreement and the following expressions have the following meanings:

**“Agreement”** means this contract between the Minister, the MSGC and the Settlements;

**“Board”** means the board of the MSGC;

**“Fiscal Year”** means each year beginning April 1<sup>st</sup> and ending March 31<sup>st</sup>;

**“Grant”** means the funds committed under this Agreement to be provided by the Minister for the purposes of the Initiatives;

**“Initiatives”** means the specific programs, services and activities, that will be carried out pursuant to this Agreement, which are more particularly described in the Schedules;

**“LTA Implementation Team”** means the team comprised of the following representatives:

**Government of Alberta:** the Assistant Deputy Minister of First Nations and Métis Relations, the Executive Director of Policy and Planning, and the Executive Director of Métis Relations.

**MSGC:** the Eight Métis Settlement Chairs, including MSGC Executive members as *ex officio* members;

**“Métis Settlements Consolidated Fund Part 1”** means the fund established pursuant to the *Métis Settlements Act*,

**“Parties”** or **“Party”** means the Minister, the MSGC and the Settlements or any of each of them as the context of the Agreement requires; and

**“Term”** means the term of the Agreement as described in section 1.5.

**1.2 Schedules** – The following Schedules are attached and form part of this Agreement:

- (a) Schedule “A” - Essential Services
- (b) Schedule “B” – Infrastructure
- (c) Schedule “C” – Housing
- (d) Schedule “D” – Governance;
- (e) Schedule “E” – Capacity Building;
- (f) Schedule “F” – Education;
- (g) Schedule “G” – Training;
- (h) Schedule “H” – Safe and Healthy Communities;
- (i) Schedule “I” – Consultation;
- (j) Schedule “J” – Financial Sustainability; and
- (k) Schedule “K” – Implementation Structure.

**1.3 Agreement Governs** – In the event of any conflict or inconsistency between the terms of the body of this Agreement and the terms of any of the Schedules, the terms of the body of this Agreement will take precedence and govern to the extent of any conflict or inconsistency.

**1.4 Entire Agreement** – This Agreement is the entire agreement between the Minister, the MSGC and the Settlements with respect to funding by the Minister for the Term and supersedes all previous agreements, negotiations, and understandings. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.

**1.5 Term** – The Term of this Agreement shall be April 1, 2013 to March 31, 2023.

## **2. FUNDING**

**2.1 Grant Funding** – The Minister agrees to provide the Grant in the total amount of \$85 million over the Term for the implementation and administration of the long-term arrangements and specific Initiatives set out in this Agreement, to be provided as follows:

- (a) \$10 million in each of the first seven Fiscal Years; and
- (b) \$5 million in each of the remaining three Fiscal Years.

**2.2 MSGC Funding** – The MSGC agrees to provide \$28.5 million over the Term for the implementation and administration of the long-term arrangements and specific Initiatives set out in this Agreement in addition to all required amounts for the purposes of cost sharing arrangements set out in Sections 3.6 and 3.7 of Schedule “B”.

**2.3 Métis Settlements Consolidated Fund Part 1** – The Parties agree that the Grant funds provided by the Minister to the MSGC under Section 2.1 and the amounts contributed by the MSGC under Section 2.2 will be paid into the Métis Settlements Consolidated Fund Part 1 and will be administered by the MSGC in accordance with the terms of this Agreement.

**2.4 Restrictions on Use** – The MSGC and the Settlements agree that the Grant funds and the funds contributed by MSGC may only be used for the express purposes of the Initiatives and for no other purpose without the prior written agreement between the Minister and MSGC.

**2.5 Reallocation of Funds** – The MSGC and the Settlements acknowledge and agree that from time to time during the Term, Grant funds may have been withheld by the Minister pursuant to Section 3.1, have not been expended by the Settlements or MSGC in accordance with this Agreement, have been returned to the Minister after the Minister has terminated this Agreement with a Settlement in default pursuant to Section 6.5 or has been terminated by a Settlement pursuant to Section 6.6, or may have been forfeited by Settlements pursuant to Section 11.8 (“excess funds”). The Parties agree that any such excess funds will be administered as follows:

- (a) excess funds held by either the Minister or by MSGC may be reallocated to other Initiatives within the same Fiscal Year or may be carried over to the following Fiscal Year to be used for the same or other Initiatives subject to the prior written agreement between the Minister and MSGC; and
- (b) the Minister may seek a recommendation from the LTA Implementation Team regarding the appropriate use of such excess funds, provided that the MSGC agrees that the MSGC may not release any excess funds or use excess funds for other purposes without the prior written agreement between the Minister and MSGC.

The Parties also agree that, pursuant to the work plans, implementation plans and annual budgets developed for the applicable Initiatives, the LTA Implementation Team may make recommendations to the Minister for the reallocation of Grant funds to other Initiatives within the same Fiscal Year or to be carried over to the following Fiscal Year. The MSGC and the Settlements acknowledge and agree that no such reallocation of Grant funds may occur without the prior written agreement between the Minister and MSGC.

### **3. FUNDING CONDITIONS**

**3.1 Compliance with Agreement** – The MSGC and the Settlements acknowledge that payment of any Grant funds to the MSGC and from the MSGC to the Settlements for each Fiscal Year of the Term following the 2013/14 Fiscal Year is conditional upon compliance with the terms and conditions of this Agreement and each of the Schedules, excepting only Schedule “H” and Schedule “I”, for the previous Fiscal Year. The MSGC and the Settlements acknowledge that payment of Grant funds for the 2013/14 Fiscal Year is conditional on compliance with the

requirements of Section 3.3. In the event of any minor non-compliance with the terms and conditions of this Agreement or the Schedules that is not considered to be an Event of Default under Section 6.1 or Section 6.2, the Minister, after providing reasonable notice to MSGC, may withhold payment of any Grant funds to MSGC or may direct MSGC to not release any Grant funds to a Settlement, excepting only funds payable by the Minister under any agreements or arrangements made pursuant to Schedule “H” and Schedule “I”, until the non-compliance has been rectified to the satisfaction of the Minister.

**3.2 Compliance with Applicable Laws** – The MSGC and the Settlements acknowledge that payment of any Grant funds to the MSGC and from the MSGC to the Settlements is conditional upon compliance by MSGC and the Settlements with all applicable laws including the *Métis Settlements Act*, as amended. In the event of any non-compliance with applicable laws, the Minister, after providing reasonable notice to MSGC, may withhold payment of any Grant funds to MSGC or may direct MSGC to not release any Grant funds to a Settlement until the non-compliance has been rectified to the satisfaction of the Minister.

**3.3 Meeting Targets for 2013/14** – The MSGC and the Settlements acknowledge that to be eligible to benefit in the 2013/14 Fiscal Year from the funding and Initiatives set out in Schedules “A”, “B”, “C”, “E”, “F” and “G”, the Settlements must have met the following requirements:

- (a) Execution, as a Party, of this Agreement; and
- (b) MSGC’s provision on behalf of the Settlements to the Minister of the short-term plan, referred to in Section 7.1 of Schedule “J” in a form satisfactory to the Minister.

**3.4 Meeting Targets for 2014/15** – The MSGC and the Settlements acknowledge that to be eligible to benefit in the 2014/15 Fiscal Year from the funding and Initiatives set out in Schedules “A”, “B”, “C”, “E”, “F” and “G”, the Settlements must have met the following requirements:

- (a) achieve the member contribution targets described in Section 5.1 of Schedule “J” during the last quarter of the 2013/14 Fiscal Year;
- (b) implement the legislative amendments referred to in Schedule “D”; and
- (c) provide to the Minister, through the MSGC, long-term detailed plans for the reduction of the revenue-expenditure gap, referred to in Section 7.3 of Schedule “J”, in a form satisfactory to the Minister.

**3.5 Meeting Future Targets – Eligibility for Schedule “A” Funding** – To be eligible to benefit, in all subsequent years of the Agreement following the 2014/2015 Fiscal Year, from the funding and initiatives set out in Schedule “A”, the Settlement must have met the following requirements:

- (a) achieve the Household Contribution targets, as set out in Sections 6.1, 6.2 and 6.3 of Schedule “J”;
- (b) implement the legislative amendments described in Schedule “D”; and

- (c) demonstrate a reduction of the revenue-expenditure gap, in accordance with the targets, described in Section 7.3 of Schedule “J”.

Section 3.5 amended by the Second Amending Agreement, 15 March 2016.

**3.6 Meeting Future Targets – Eligibility for Funding under other Schedules** – To be eligible to benefit, in all subsequent years of the Agreement following the 2014/2015 Fiscal Year, from the funding and initiatives set out in Schedules “B”, “C”, “E”, “F” and “G”, a Settlement must have met the following requirements:

- (a) implement the legislative amendments described in Schedule “D”; and
- (b) demonstrate a reduction of revenue-expenditure gap, in accordance with the targets described in Section 7.3 of Schedule “J”.

Section 3.6 amended by the Second Amending Agreement, 15 March 2016.

## **4. MONITORING AND REPORTING**

**4.1 Annual Plans** – The LTA Implementation Team will provide the following to the Minister and MSGC in a form satisfactory to the Minister and MSGC no later than March 31 of each Fiscal Year of the Term:

- (a) a report describing all actual and forecast expenditures of Grant funds for the current Fiscal Year;
- (b) an overall budget for planned expenditures for Initiatives for the upcoming Fiscal Year; and
- (c) any recommendations for the re-allocation of excess Grant funds described in Section 2.5.

**4.2 MSGC Reporting** – The MSGC shall, during the Term and for a period of three years thereafter:

- (a) maintain appropriate records and accounts, and
- (b) keep those records available for inspection by the Minister (including the Auditor General of the Government of Alberta or other representative designated by the Government of Alberta for that purpose) at all reasonable times upon reasonable notice, for the purpose of determining the MSGC’s compliance with this Agreement.

The obligations of this Section 4.2 will survive the expiry or termination of this Agreement.

**4.3 Settlements Reporting** – The Settlements will provide reports to the MSGC or the LTA Implementation Team as required pursuant to each of the applicable Schedules.

**4.4 Procedures and policies** – The MSGC will upon request from the Minister provide the following information to the Minister regarding the procedures and policies that have been put in place by the MSGC and the Settlements with respect to the administration of the Grant funds:

- (a) levels of signing authority for payments;
- (b) loss prevention program in place;
- (c) details on financial controls; and
- (d) a description of internal auditing procedures in place and how often audits are conducted.

The MSGC agrees that the Auditor General of the Government of Alberta or other representative designated by the Government of Alberta for that purpose may review the information and adequacy of the controls. The MSGC and the Settlements agree to implement any recommendations made with respect to the controls.

## **5. INDEMNITY AND INSURANCE**

**5.1 Indemnity** – The MSGC shall indemnify and hold harmless the Minister from any and all third party claims, demands, or actions for which the MSGC is legally responsible, including those arising out of negligence or willful acts by the MSGC or the MSGC’s employees or agents. This provision shall survive this Agreement.

**5.2 Insurance** – The MSGC shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the *Insurance Act* (Alberta), in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.

## **6. NON-COMPLIANCE**

**6.1 Events of Default by MSGC** – It shall be an Event of Default if the MSGC becomes insolvent, enters into receivership, or ceases to carry out its operations; or, if the MSGC breaches any provision of this Agreement and, upon receiving notice of the breach, fails to commence appropriate remedial action within 30 calendar days thereafter and diligently pursue such remedial action until the breach is remedied to the satisfaction of the Minister.

**6.2 Events of Default by Settlement** – It shall be an Event of Default if a Settlement breaches any provision of this Agreement and, upon receiving notice of the breach, fails to commence appropriate remedial action within 30 calendar days thereafter and diligently pursue such remedial action until the breach is remedied to the satisfaction of the Minister.

**6.3 Suspension for Default by MSGC** – Upon the occurrence of any Event of Default under Section 6.1, the Minister by 14 calendar days’ notice to the MSGC may discontinue payment of Grant funds and may suspend operation of this Agreement. The MSGC shall immediately pay to

the Minister the unexpended portion of any Grant funds. Any funding that would otherwise be available to the MSGC will be used first to cover the costs of investigating the Event of Default. The Agreement will remain suspended until such time as the MSGC remedies the Event of Default to the satisfaction of the Minister excepting only funds payable by the Minister under any agreements or arrangements made pursuant to Schedule “H” and Schedule “I”.

**6.4 Suspension for Default by Settlement** – Upon the occurrence of any Event of Default under Section 6.2, the Minister by 14 calendar days’ notice to the Settlement in default may discontinue the payment of Grant funds and/or direct the MSGC to withhold payment of Grant funds to the Settlement in default and may suspend operation of this Agreement and the Settlement in default shall immediately pay to the MSGC the unexpended portion of any Grant funds. Any funding that would otherwise be available to the Settlement in default will be used first to cover the costs of Investigating the Event of Default. The Agreement will remain suspended until such time as the Settlement in default remedies the Event of Default to the satisfaction of the Minister excepting only funds payable by the Minister under any agreements or arrangements made pursuant to Schedule “H” and Schedule “I”.

**6.5 Termination for Default** – Notwithstanding Section 6.3 and Section 6.4, on the occurrence of an Event of Default, in addition to any other remedy the Minister may have under this Agreement or otherwise, the Minister may immediately terminate this Agreement with the MSGC or with any Settlement in default and demand that the MSGC or the Settlement in default repay to the Minister of Finance all or any part of the Grant funds that are unexpended and remain uncommitted as of the effective date of the Event of Default under Section 6.1 or Section 6.2. The Parties agree that if this Agreement Is terminated, all agreements or arrangements made pursuant to Schedule “H” or Schedule “I” will remain in effect full force and effect in accordance with the terms of those agreements or arrangements.

**6.6 Termination without Default** – Notwithstanding any other provision of this Agreement, where the Minister, acting reasonably, determines that it is in the public interest, the Minister may terminate this Agreement on no less than one year’s prior written notice to the MSGC and the Settlements. Prior to the termination taking effect, the Minister agrees to meet and discuss the circumstances requiring the termination of the Agreement with the MSGC and to provide the MSGC and the Settlements the opportunity to make representations about possible alternatives and options. The MSGC or a Settlement may also terminate this Agreement at any time, upon no less than one year’s prior written notice to the Minister. In the event of such termination by the MSGC, the Settlements shall immediately pay to the MSGC all the Grant funds that are unexpended and remain uncommitted as of the effective date of the termination and the MSGC shall repay to the Minister of Finance that unexpended portion within 90 days of the effective date of termination. In the event of such termination by a Settlement, that Settlement shall immediately pay to the MSGC all the Grant funds that are unexpended and remain uncommitted as of the effective date of the termination and the Parties agree that such unexpended Grant funds will be administered in accordance with Section 2.5. The Parties agree that the obligations of this Section 6.6 will survive the termination of this Agreement.

**6.7 Termination with or by a Settlement** – The Parties agree that if the Minister terminates this Agreement with a Settlement in default pursuant to Section 6.5, or if a Settlement terminates this Agreement pursuant to Section 6.6, this Agreement will remain in full force and effect and binding on the remaining Parties.

**6.8 Termination with or by MSGC** – The Parties agree that if the Minister terminates this Agreement with the MSGC pursuant to Section 6.5, or if the MSGC terminates this Agreement pursuant to Section 6.6, the Agreement will automatically terminate with each of the Settlements.

## **7. COMMUNICATIONS**

7.1 Notices – Any notice or written communication required or permitted. to be given pursuant to this Agreement shall be given as follows:

- (a) to the MSGC:

President,  
Métis Settlements General Council  
Suite 101, 10038 - 102 Street  
Edmonton, Alberta T5S 1K9;

Address amended by the Second Amending Agreement, 15 March 2016.

- (b) to the Minister:

Assistant Deputy Minister  
First Nations and Melis Relations Aboriginal Relations  
19h Floor, Commerce Place 10155 - 102 Street  
Edmonton, Alberta T5J 4G8

- (c) to the Buffalo Lake Métis Settlement

Chair  
Buffalo Lake Métis Settlement  
PO Box 16  
Caslan, Alberta TOA ORO

- (d) to the East Prairie Métis Settlement

Chair  
East Prairie Métis Settlement PO Box 1289  
High Prairie Alberta TOG 1EO

- (e) to the Elizabeth Métis Settlement

Chair  
Elizabeth Métis Settlement PO Box 420 Station Main  
Cold Lake, Alberta T9M 1P1

- (f) to the Fishing Lake Métis Settlement

Chair  
Fishing Lake Métis Settlement  
General Delivery  
Sputinow, Alberta TOA 3GO

- (g) to the Gift Lake Métis Settlement

Chair  
Gift Lake Métis Settlement Box 60  
Gift Lake, Alberta TOG 180

- (h) to the Kikino Métis Settlement

Chair  
Kikino Métis Settlement General Delivery  
Kikino, Alberta TOA 2BO

- (i) to the Paddle Prairie Métis Settlement

Chair  
Paddle Prairie Métis Settlement Box 58  
Paddle Prairie, Alberta TOH 2WO

- (j) to the Peavine Métis Settlement Chair

Peavine Métis Settlement  
Bag 4  
High Prairie Alberta TOG 1EO

Notice is deemed to be effective immediately if personally served, or on the fifth day following posting if sent by registered mail.

**7.2 Changes to Information** – Either party may change its address information by giving notice to the other in the above manner.

**7.3 Designated Representatives** – The Parties hereby designate the above noted individuals or their authorized designates as the designated representatives for each of the Parties for the purposes of the administration of this Agreement.

## **8. CHANGE MANAGEMENT**

**8.1 Amendments** – Any Party may request an amendment to this Agreement. The Party that is seeking an amendment to this Agreement will provide notice in writing to the other Parties setting out the scope of the proposed amendment, the reason for the amendment and such other information as may be required by the other Parties to assess the request.

**8.2 Must be in Writing** – No amendment of this Agreement is effective unless made through a written amending agreement properly executed by the Minister and the MSGC on behalf of the Settlements.

## **9. IMPLEMENTATION STRUCTURE**

**9.1 LTA Implementation Structure** – The Minister and MSGC will establish an LTA implementation structure, which will outline the overall responsibility for the implementation of the long-term arrangements, as well as the specific responsibilities identified in Schedule “K”.

## **10. EVALUATION**

**10.1 Evaluation Framework** – A framework for the evaluation of the long-term arrangements set out in this Agreement will be developed by March 31, 2014 by the LTA Implementation Team in accordance with Schedule “K”, which will clearly identify the expected outcomes and performance measures to be used in the evaluation.

**10.2 Progress Reviews** – Progress reviews of the long-term arrangements provided for in this Agreement will be undertaken by the LTA Implementation Team in accordance with Schedule “K”, based on the evaluation framework, referred to in Section 10.1 of this Agreement, by the following dates:

- (a) March 31, 2015;
- (b) March 31, 2018; and
- (c) March 31, 2021.

## 11. GENERAL

**11.1 No Agency** – Nothing in this Agreement is intended to constitute the MSGC as an agent of the Government of Alberta for any purpose, or to create any legal relationship of agency, partnership or joint venture between the Government of Alberta and the MSGC.

**11.2 Further Assurances** – The Parties agree to do all such acts and provide such further assurances and instruments, from time to time, as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and Intent; but this Section 11.2 shall not in any event be construed as obligating the Government of Alberta to amend or enact any statute or regulation.

**11.3 Waiver** – No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by any of the Parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.

**11.4 Information** – The MSGC and the Settlements acknowledge that the terms of this Agreement, including the name of the MSGC, the consideration, Term, and other details of this Agreement, are subject to disclosure under the *Freedom of Information and Protection of Privacy Act* (“FO/P”) and that FOIP applies to all information obtained, related, generated, collected for or provided to the Minister under this Agreement. The MSGC acknowledges and agrees that the Minister may disclose this Agreement and its contents by any means chosen by the Minister including, without limitation, tabling it before the Legislature.

**11.5 Severability** – The invalidity of any provision in this Agreement will not affect the validity of this Agreement or any other provision in this Agreement. This Agreement will be construed as if any invalid provision was severed from it.

**11.6 Assignment** – The MSGC and the Settlements may not assign this Agreement or any right or benefit under it.

**11.7 Time is of the Essence** – Time is and will remain of the essence of this Agreement.

**11.8 Late Signing** – This Agreement is open for acceptance by the Settlements only until December 31, 2013. The Parties agree that any Settlement that does not sign this Agreement on or before July 4, 2013 will forfeit the Grant funds that have been allocated for Initiatives for that Settlement for the 2013/14 Fiscal Year and such Grant funds may be reallocated pursuant to Section 2.5. The Parties further agree that Settlements signing after July 4, 2013 will have the targets and preconditions for funding for the 2014/15 Fiscal Year as described in Section 3.4 adjusted accordingly to reflect late acceptance of this Agreement.

The Parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,**  
as represented by the Minister of Aboriginal Relations

[original signed by Minister Robin Campbell]

**MÉTIS SETTLEMENTS GENERAL COUNCIL**

[original signed by Randy Hardy, MSGC President, and the Chairs and Administrators or assigned designates of the eight Métis Settlements on July 4, 2013.]

## **SCHEDULE “A” ESSENTIAL SERVICES**

### **1. PURPOSE**

1.1 The purpose of this Initiative is to support the delivery of Essential Services by Settlements to their members in a cost-effective and sustainable manner.

### **2. DEFINITIONS**

2.1 In this Schedule “A”, in additions to the definitions set out in the Agreement, the following expressions have the following meanings:

“**Essential Services**” means collection, treatment and distribution of potable water, waste water and solid waste disposal and road maintenance Including bridges and culverts; and

“**Essential Services Operations Payment**” means the allocation of funds from MSGC to each Settlement for the purpose of funding Essential Services for that Settlement.

### **3. OBLIGATIONS OF THE PARTIES**

3.1 The Government of Alberta agrees to contribute a total of \$9,000,000, over a period of six years, towards the gap between the cost of essential services and the ability of the Métis Settlements to generate revenue from member contributions, to be provided in the following manner:

- (a) \$2,000,000 in the 2013/14 Fiscal Year;
- (b) \$1,800,000 in the 2014/15 Fiscal Year;
- (c) \$1,600,000 in the 2015/16 Fiscal Year;
- (d) \$1,400,000 In the 2016/17 Fiscal Year;
- (e) \$1,200,000 in the 2017/18 Fiscal Year; and
- (f) \$1,000,000 in the 2018/19 Fiscal Year.

3.2 The Parties agree that the MSGC will allocate the funds provided by the Minister pursuant to Section 3.1 of this Schedule “A” (the “Alberta Contribution”) towards the cost of Essential Services among Settlements by making an Essential Services Operations Payment during each Fiscal Year to each Settlement in accordance with the following calculation:

Essential Services Operations Payment = Alberta Contribution x One Eighth (1/8) x Low Income Adjustment (LIA) as defined under Section 3.3 of this Schedule “A”.

3.3 The [Low Income Adjustment] LIA is calculated as follows:

**Step 1:** Calculate the low income household score (LISn) for each Settlement by dividing the number of households with income of \$30,000 or less into the total number of households in that Settlement:

$$LIS_{Settlement(n)} = \frac{\# \text{ of households with income } < \$30,000}{\# \text{ of households}}$$

**Step 2:** Calculate the simple average of all low income scores (LISaverage) by summing the LIS for each Settlement and dividing it by the number of Settlements:

$$LIS_{average} = \frac{LIS_{Settlement(1)} + LIS_{Settlement(2)} + LIS_{Settlement(n)}}{\# \text{ number of Settlements}}$$

**Step 3:** Calculate the LIA by adding 1 to the difference between LISn and LISaverage

$$LIA_{Settlement(n)} = 1 + (LIS_{Settlement(n)} - LIS_{average})$$

3.4 The Parties agree that the LIA used for the Essential Services Operations Payment allocation for the 2013/14 Fiscal Year is based on the Métis Settlement General Council Census 2012 and will be recalculated by the LTA Implementation Team when new Métis Settlement Census information becomes available. The LIA based on the Métis Settlement General Council Census 2012 for each Settlement is:

Settlement	Low Income Adjustment (LIA)
Buffalo Lake	0.84
East Prairie	1.08
Elizabeth	0.85
Fishing Lake	1.03
Gift Lake	1.03
Kikino	0.84
Paddle Prairie	1.13
Peavine	1.10
Simple average	1.00

3.5 The Parties agree that the Essential Services Operations Payment for the 2013/14 Fiscal Year will be as follows for each Settlement:

3.5 The Parties agree that the Essential Services Operations Payment to a Settlement which meets the requirements of Section 3 of the main body of the Agreement for 2013/2014 Fiscal Year through the 2018/2019 Fiscal Year will be as follows for each Settlement:

Settlement	Essential Services Operating Payment					
	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
Buffalo Lake	\$235,630	\$211,500	\$188,000	\$164,500	\$141,000	\$117,500
East Prairie	\$271,218	\$243,000	\$216,000	\$189,000	\$162,000	\$135,000
Elizabeth	\$212,637	\$191,250	\$170,000	\$148,750	\$127,500	\$106,250
Fishing Lake	\$256,926	\$231,750	\$206,000	\$180,250	\$154,500	\$128,750
Gift Lake	\$256,999	\$231,750	\$206,000	\$180,250	\$154,500	\$128,750
Kikino	\$209,242	\$189,000	\$168,000	\$147,000	\$126,000	\$105,000
Paddle Prairie	\$281,629	\$254,250	\$226,000	\$197,750	\$169,500	\$137,500
Peavine	\$275,698	\$247,500	\$220,000	\$192,500	\$165,000	\$137,500
TOTAL	\$2,000,000	\$1,800,000	\$1,600,000	\$1,400,000	\$1,200,000	\$1,000,000

Schedule “A”, Section 3.5 amended by the Second Amending Agreement, 15 March 2016.

#### 4. FUNDING REQUIREMENTS

4.1 The MSGC and the Settlements acknowledge and agree that Settlements will not be eligible for and will not receive funding under this Schedule “A” unless the Settlement complies with the requirements set out in Article 3 of the Agreement.

Schedule “A”, Section 4.1 amended by the First Amending Agreement, 15 January 2015.  
and by the Second Amending Agreement, 15 March 2016.

4.2 A Settlement will only be eligible for and will only receive funding under this Schedule “A” if the Settlement has fully met its Household Contribution Target for the previous Fiscal Year, as set out in Schedule “J”, with the following exceptions:

- (a) For the 2014/2015 Fiscal Year, Settlements which have met 70% or more of the Household Contribution Target for 2013/2014 will receive the same percentage of the Essential Services Operations Payment as the percentage of the Household Contribution Target that they achieved in 2013/2014.
- (b) For the 2015/2016 Fiscal Year, Settlements which have met 70% or more of the Household Contribution Target for 2014/2015 will receive the same percentage of the Essential Services Operations Payment as the percentage of the Household Contribution Target that they achieved in 2014/2015.”

Schedule “A”, Section 4.2 added by the Second Amending Agreement, 15 March 2016.

#### 5. REPORTING

5.1 Each Settlement will provide a report to the LTA Implementation Team on Essential Services costs as part of annual financial statements, using standardized financial reporting.

## **6. PERFORMANCE MEASURES**

6.1 Review of service costs and efficiencies completed by December 31, 2013, as referred to in Schedule “J”.

6.2 Targets for membership contribution are met, on an annual basis, to the satisfaction of the Minister, as referred to in Schedule “J”.

## **SCHEDULE “B” INFRASTRUCTURE**

### **1. PURPOSE**

1.1 The purpose of this Initiative is to enable Settlements to access provincial infrastructure programs and develop and maintain the infrastructure required to provide essential services to Settlement members, on a par with neighbouring communities.

### **2. DEFINITIONS**

2.1 In this Schedule “B”, in addition to the definitions set out in the Agreement, the following expressions have the following meanings:

**“Infrastructure”** means the fixed assets, the control systems and software required to operate, manage and monitor the systems, as well as any accessory buildings, plants, or vehicles that are an essential part of the system, and includes the following:

- (a) water treatment plants;
- (b) fire halls;
- (c) lagoons;
- (d) landfills and transfer stations;
- (e) roads and bridges;
- (f) sanitary collection systems;
- (g) water distribution networks; and
- (h) other miscellaneous facilities.

### **3. OBLIGATIONS OF THE PARTIES**

3.1 The Parties agree to establish a Capital Infrastructure Program (“CIP”), through which the Minister and the MSGC will contribute, on a cost-shared basis, towards the costs of the infrastructure projects identified in the Condition Assessment and Prioritization Reports, completed by Associated Engineering in February and May 2012, a total amount of \$37,647,600, to be provided in the following manner:

- (a) the MSGC acknowledges that \$3,000,000 has been provided by the Minister in Fiscal Year 2011/12 and \$2,647,600 has been provided in Fiscal Year 2012/13 by the Minister pursuant to Grant/Contribution Agreements between the MSGC and the Minister, and the MSGC and the Minister agree that both the 2011/12 and 2012/13 Grant/Contribution Agreements are superseded by this Agreement and the funds provided under the Grant/Contribution Agreements are hereby deemed to have been provided under this Agreement and are subject to the terms of this Agreement;

- (b) \$16,000,000 from the Minister, to be provided over a period of ten years, beginning in the 2013/14 Fiscal Year; and
- (c) \$16,000,000 from MSGC, to be provided over a period of ten years, beginning in the 2013/14 Fiscal Year.

3.2 The Parties agree that MSGC will establish a Capital Reserve Fund (“CRF”).

3.3 The Parties agree that the MSGC and the Minister will contribute into the CRF on a cost-shared basis, to a maximum of \$13,000,000 for the Term, to be provided in the following manner:

- (a) \$3,000,000 from the Minister in the 2013/14 Fiscal Year;
- (b) \$5,000,000 from the Minister, to be provided over a period of ten years, beginning in the 2013/14 Fiscal Year; and
- (c) \$5,000,000 from MSGC, to be provided over a period of ten years, beginning in the 2013/14 Fiscal Year.

3.4 The Parties agree that the CRF, once fully capitalized at the end of the ten-year period, will replace the CIP and be used to cover the Settlement costs of future infrastructure projects.

3.5 The Minister will establish a process to ensure that Settlements have access to provincial infrastructure programs usually available to local governments in Alberta.

3.6 The Parties will establish, on a cost-shared basis, an on-going planning and assessment system, which will include conducting infrastructure asset inventories and condition assessments every five years. Planning and assessment will include an assessment of the condition of roads on the Settlements and an examination of what would be required to develop potentially productive Settlement lands, including the historical factors involved. The amount to be contributed by the Minister and the MSGC under this Section 3.6 of Schedule “B” will be based on the recommendation provided by the LTA Implementation Team.

3.7 The Parties will undertake to ensure, on a cost-shared basis, the development of emergency preparedness plans for all Settlements. Forest fire suppression will be addressed as part of the emergency preparedness planning process. The amount to be contributed by the Minister and the MSGC under this Section 3.7 of Schedule “B” will be based on the recommendation provided by the LTA Implementation Team.

3.8 The Parties will undertake an assessment of surveying requirements and costs, based on Settlement land-use plans, with Grant funds provided by the Minister. The amount to be contributed by the Minister under this Section 3.8 of Schedule “B” will be based on the recommendation provided by the LTA Implementation Team.

3.9 The Parties agree that work plans establishing the framework of objectives, principles, structure, process, tasks, timelines and deliverables for implementation of the CIP, referred to in Section 3.1 of this Schedule “B”, will be developed by the LTA Implementation Team.

3.10 The Parties agree that a framework for the management of the CRF, referred to in Section 3.2 of this Schedule “B”, will be developed by the LTA Implementation Team and will address:

- (a) the schedule of payments into the CRF;
- (b) the management of the CRF; and
- (c) conditions for use of the CRF.

3.11 The Minister and MSGC agree that a review of Settlement eligibility for Government of Alberta infrastructure programs, which will include the participation of Settlements and the relevant Government of Alberta departments[,] will be facilitated by the LTA Implementation Team.

#### **4. MANAGEMENT AND ORGANIZATION**

4.1 The LTA Implementation Team will be responsible for:

- (a) the establishment of the planning and assessment system, referred to in Section 3.6 of this Schedule “B”;
- (b) the development of the emergency preparedness plans, referred to in Section 3.7 of this Schedule “B”;
- (c) the assessment of survey costs, referred to in Section 3.8 of this Schedule “B”;
- (d) the development of CIP work plans, referred to in Section 3.9 of this Schedule “B”;
- (e) the development of a framework for the management of the CRF, referred to in Section 3.10 of this Schedule “B”; and
- (f) the facilitation of the review of Métis Settlements’ eligibility for provincial infrastructure programs, referred to in Section 3.11 of this Schedule “B”.

#### **5. FUNDING REQUIREMENTS**

5.1 The funding provided by the Minister for the CIP, in each Fiscal Year, is subject to:

- (a) the Minister’s prior approval of a work plan;
- (b) satisfactory progress during the previous year; and
- (c) the contribution for the year having been made by MSGC.

5.2 The Minister’s contribution into the CRF, in each fiscal year, is subject to:

- (a) the Minister’s prior approval of the framework for the management of the CRF; and
- (b) receipt of annual reports on the status of the CRF.

5.3 Funding for the Initiatives described in Sections 3.6, 3.7 and 3.8 of this Schedule “B” is subject to the prior approval of the Minister and MSGC.

## **6. REPORTING**

6.1 MSGC will provide to the Minister, by May 31 of each year, beginning in 2014, a reporting of progress against the CIP work plan.

6.2 MSGC will provide to the Minister, by September 30 of each year, a report on the status of the CRF in a form satisfactory to the Minister.

## **7. PERFORMANCE MEASURES**

7.1 Infrastructure projects undertaken in accordance with plans.

7.2 CRF capitalized and appropriately managed.

7.3 Planning and assessment system established and implemented.

7.4 Emergency preparedness plans developed and implemented.

## **SCHEDULE “C” HOUSING**

### **1. PURPOSE**

1.1 The purpose of this Initiative is to provide Settlement members with access to housing on a sustainable basis.

### **2. DEFINITIONS**

2.1 In this Schedule “C”, in addition to the definitions set out in the Agreement, the following expressions have the following meanings:

“**Sustainable Housing**” means Individual ownership of housing accommodation, not including subsidized housing accommodation; and

“**Partnership Agreement**” means an agreement between MSGC and Habitat for Humanity for the development of Sustainable Housing.

### **3. OBLIGATIONS OF THE PARTIES**

3.1 The Parties agree to develop a Sustainable Housing program for the Settlements that will be based on the Habitat for Humanity program, but modified to be more appropriate for Métis Settlements.

3.2 The Parties agree that the Sustainable Housing program to be developed for the Settlements will include, but not be limited to, the following elements:

- (a) individual ownership;
- (b) eligibility, based on need;
- (c) program management;
- (d) aftercare;
- (e) default provisions; and
- (f) capacity training for Settlements.

3.3 The Minister and the MSGC agree to provide a total of \$15,000,000 for the Sustainable Housing program, on a cost-shared basis, in the following manner:

- (a) the Minister will provide \$7,500,000 over a period of seven years, beginning in the 2013/14 Fiscal Year; and
- (b) MSGC will provide \$7,500,000 over a period of seven years, beginning in the 2013/14 Fiscal Year.

3.4 The Parties agree that the Sustainable Housing program will operate under a Partnership Agreement between the MSGC and Habitat for Humanity in a form satisfactory to the Minister, which will set out the roles and responsibilities of each of the parties, as well as the expected outcome.

3.5 The Parties agree that the Sustainable Housing program will be managed initially by Habitat for Humanity but, once the program has been successfully established and the Settlements have developed the necessary capacity, management of the program will be transferred from Habitat for Humanity to a Métis Settlement Housing Authority.

#### **4. MANAGEMENT AND ORGANIZATION**

4.1 The LTA Implementation Team will facilitate the development of a Partnership Agreement among the MSGC, the Settlements and Habitat for Humanity, as described in Section 3.4 of this Schedule “C”.

#### **5. FUNDING REQUIREMENTS**

5.1 Funding for the sustainable housing program will be provided upon execution of, and in accordance with, the Partnership Agreement.

#### **6. REPORTING REQUIREMENTS**

6.1 The reporting requirements for the Sustainable Housing program will be as set out in the Partnership Agreement.

#### **7. PERFORMANCE MEASURES**

7.1 The performance measures for the Sustainable Housing program will be as set out in the Partnership Agreement.

## **SCHEDULE “D” GOVERNANCE**

### **1. PURPOSE**

1.1 The Parties will undertake specific initiatives to increase the effectiveness, efficiency and accountability of Settlement governments.

### **2. OBLIGATIONS OF THE PARTIES**

2.1 The Parties acknowledge the amendments made to the *Métis Settlements Act* effective May 27, 2013 regarding the following matters:

- (a) roles and responsibilities;
- (b) codes of conduct;
- (c) business plans;
- (d) standardized financial reporting;
- (e) accountability and enforcement;
- (f) authority of Comptroller;
- (g) budget bylaw;
- (h) Councillor remuneration; and
- (i) term of Settlement Councils.

2.2 The Parties agree to take such steps, as are necessary, to implement the amendments, including specifically the following:

- (a) the MSGC will, by dates established by the Minister, develop and adopt General Council Policies with respect to code of conduct, standardized financial reporting, Councillor remuneration and the relationship of Settlement Councils to Settlement controlled businesses;
- (b) the MSGC agrees to undertake a review of the roles and responsibilities of General Council; and
- (c) the Minister and MSGC agree that a review of all accountability provisions in the *Métis Settlements Act* will be completed by the LTA Implementation Team by December 31, 2013.

### **3. MANAGEMENT AND ORGANIZATION**

3.1 The LTA Implementation Team will be responsible for undertaking the review of the accountability provisions of the *Métis Settlements Act*.

**4. PERFORMANCE MEASURES**

- 4.1 General Council Policies are developed and adopted.
- 4.2 A review of accountability provisions is completed by December 31, 2013.

## **SCHEDULE “E” CAPACITY BUILDING**

### **1. PURPOSE**

1.1 The purpose of this Initiative is to strengthen and develop the governance, administrative and service delivery capacity of Métis Settlements.

### **2. DEFINITIONS**

2.1 In this Schedule “E”, in additions to the definitions set out in the Agreement, the following expressions have the following meanings:

**“Essential Services”** means collection, treatment and distribution of potable water, waste water and solid waste disposal and road maintenance including bridges and culverts.

### **3. OBLIGATIONS OF THE PARTIES**

3.1 The Minister and MSGC agree that a governance capacity development program will be developed and implemented by the LTA Implementation Team, which would address:

- (a) orientation and training of Settlement Chairs and Councillors;
- (b) training and certification of Settlement Administrators;
- (c) training of MSGC and Settlement staff;
- (d) development of Human Resources policies;
- (e) development of business plans; and
- (f) education of Settlement members regarding the roles of Settlement governments and members.

3.2 The Minister and MSGC also agree that a program to provide capacity training required to ensure that the Settlements are able to deliver Essential Services, including certification required for operation of related infrastructure, in accordance with provincial standards, which will be developed and implemented by the LTA Implementation Team.

3.3 The Minister will provide a total of \$3.45 million over the Term for the development and implementation of the governance capacity development and Essential Services delivery capacity development programs.

3.4 The Parties agree that the Governance capacity development and Essential Services delivery capacity development programs will be designed during the 2013/14 Fiscal Year to be implemented in the 2014/15 Fiscal Year and evaluated by the end of the 2015/16 Fiscal Year by the LTA Implementation Team.

3.5 The MSGC and the Settlements acknowledge and agree that following implementation of the training and certification program for Settlement Administrators has been completed, the Settlements will only hire or, when not available, train certified Administrators.

#### **4. MANAGEMENT AND ORGANIZATION**

4.1 The LTA Implementation Team will be responsible for planning and implementation of the governance capacity development and Essential Services delivery capacity development programs as described in Section 3.1 and 3.2 of this Schedule “E”.

#### **5. FUNDING REQUIREMENTS**

5.1 The Grant funds provided by the Minister for the development and implementation of the governance capacity development and Essential Service delivery capacity programs is subject to the Minister’s prior approval of the programs described in Section 3.1 and Section 3.2 of this Schedule “E”.

#### **6. REPORTING REQUIREMENTS**

6.1 The reporting requirements will be set out in the governance capacity development and Essential Service delivery capacity programs.

#### **7. PERFORMANCE MEASURES**

7.1 The performance measures will be set out in the governance capacity development and Essential Service delivery capacity programs.

## **SCHEDULE “F” EDUCATION**

### **1. PURPOSE**

1.1 The purpose of this Initiative is to develop and implement strategies and initiatives to improve educational attainment levels of Settlement members.

### **2. DEFINITIONS**

2.1 In this Schedule “F”, in addition to the definitions set out in the Agreement, the following expressions have the following meanings:

“**Collaborative Framework**” means a collaborative framework for the improvement of Education on each of the Settlements;

“**Education**” means kindergarten to post-secondary and includes adult literacy; and

“**Strategies**” means strategic enhancements which build upon the existing system and which can include, among other things, school board support, parental engagement, adult literacy, *etc.*

### **3. OBLIGATIONS OF THE PARTIES**

3.1 The Minister and MSGC agree that by June 30, 2014, a community engagement process on each of the Settlements will be completed to develop the Collaborative Framework.

3.2 The Minister and MSGC agree that the development of plans for the implementation, at the community level, of the strategies and initiatives identified in the Collaborative Framework will be overseen by the LTA Implementation Team.

3.3 The Minister will provide up to a maximum of \$7.6 million over the Term for the community engagement process, the development of an implementation framework and the implementation of the strategies and initiatives contained in the Collaborative Framework.

### **4. MANAGEMENT AND ORGANIZATION**

4.1 The LTA Implementation Team will be responsible for:

- (a) Overseeing the community engagement process as described in Section 3.1 of this Schedule “F”;

- (b) Overseeing the development of the implementation plans as described in Section 3.2 of this Schedule “F”.

## **5. FUNDING REQUIREMENTS**

5.1 Grant funds to be provided by the Minister for the Implementation of the strategies and initiatives identified in the Collaborative Framework is subject to the Minister’s prior approval of the community engagement process and implementation framework described in Section 3.3 of this Schedule “F”.

## **6. REPORTING REQUIREMENTS**

6.1 The reporting requirements will be set out in the implementation plans.

## **7. PERFORMANCE MEASURES**

7.1 The performance measures will be set out in the implementation plans.

## **SCHEDULE “G” TRAINING**

### **1. PURPOSE**

1.1 The purpose of this Initiative is to undertake strategic training initiatives to improve Settlement members’ employment-related skills and knowledge and increase their level of participation in the Alberta economy.

### **2. DEFINITIONS**

2.1 In this Schedule “G”, in addition to the definitions set out in the Agreement, the following expressions have the following meanings:

**“Strategic Training Framework”** means the framework for labour market training for Settlement members; and

**“Training”** means training that leads to employment.

### **3. OBLIGATIONS OF THE PARTIES**

3.1 The Parties agree that a Strategic Training Framework will be completed in the 2013/14 Fiscal Year and will be developed by the LTA Implementation Team.

3.2 The Parties agree that, following the development of a Strategic Training Framework, a detailed implementation plan for the implementation of the strategies and initiatives identified in the Strategic Training Framework will be developed by the LTA Implementation Team in the 2013/14 Fiscal Year.

3.3 The Minister will provide up to a maximum of \$ 7.35 million over the Term for the development and implementation of the Strategic Training Framework.

### **4. MANAGEMENT AND ORGANIZATION**

4.1 The LTA Implementation Team will be responsible for:

- (a) the development of the Strategic Training Framework as described in Section 3.1 of this Schedule “G”;
- (b) the development of the Implementation plan as described in Section 3.2 of this Schedule “G”.

## **5. FUNDING REQUIREMENTS**

5.1 The Grant funds to be provided by the Minister for the implementation of the Strategic Training Framework is subject to the Minister’s prior approval of the implementation plan described in Section 3.2 of this Schedule “G”.

## **6. REPORTING REQUIREMENTS**

6.1 The reporting requirements will be set out in the Implementation plan described in Section 3.2 of this Schedule “G”.

## **7. PERFORMANCE MEASURES**

7.1 The performance measures will be set out in the implementation plan described in Section 3.2 of this Schedule “G”.

## **SCHEDULE “H” SAFE AND HEALTHY COMMUNITIES**

### **1. PURPOSE**

1.1 The purpose of this Initiative is to develop and implement strategic initiatives to make Settlements safer and healthier communities.

### **2. DEFINITIONS**

2.1 In this Schedule “H”, in addition to the definitions set out in the Agreement, the following expressions have the following meanings:

**“RCMP”** means the Royal Canadian Mounted Police acting as the provincial police service in Alberta pursuant to the Provincial Police Services Agreement between the Province of Alberta and the Government of Canada.

### **3. OBLIGATIONS OF THE PARTIES**

3.1 The Minister and MSGC agree that funding for the Term will be provided for the recruitment of a total of eight (8) members of the RCMP, with one member deployed to each Settlement to provide community policing services on the Settlements.

3.2 The Minister will enter into an agreement with the Department of Justice and Solicitor General of the Government of Alberta to provide funding for the costs of the eight (8) additional RCMP members to be deployed to the Settlements.

3.3 Each Settlement will enter into a Memorandum of Understanding with the RCMP that will describe the expectations and commitments of the Settlement and the RCMP with respect to the community policing services provided on that Settlement.

3.4 The Minister and MSGC agree that an engagement process with the Settlements and other stakeholders to develop a collaborative framework and implementation plan for strategic initiatives regarding health, including addictions, will be developed by the LTA Implementation Team.

### **4. MANAGEMENT AND ORGANIZATION**

4.1 The LTA Implementation Team will work with the Department of Justice and Solicitor General to develop applicable agreements and arrangements.

4.2 The LTA Implementation Team will facilitate the engagement process regarding health and addictions and develop a collaborative framework and implementation plan for strategic initiatives.

4.3 The Minister will provide to the Department of Justice and Solicitor General up to a maximum of \$13.6 million over the Term to for the purposes described in section 3.2 of this Schedule “H”.

4.4 The Parties agree that the applicable agreements and arrangements made under this Schedule “H” will survive the expiry or earlier termination of this Agreement.

## **5. FUNDING REQUIREMENTS**

5.1 The Grant funds to be provided by the Minister is subject to the development and execution of the applicable agreements and arrangements among the Parties, the Department of Justice and Solicitor General, and the RCMP.

## **6. REPORTING REQUIREMENTS**

6.1 The reporting requirements will be provided for in the applicable agreements and arrangements reached between the RCMP and the applicable Parties.

## **7. PERFORMANCE MEASURES**

7.1 The performance measures will be provided for in the applicable agreements and arrangements reached between the RCMP and the applicable Parties.

## **SCHEDULE “I” CONSULTATION**

### **1. PURPOSE**

1.1 The purpose of this Initiative is to develop a Métis Settlements Consultation Policy that increases certainty for Alberta, the Métis Settlements and industry.

### **2. OBLIGATIONS OF THE PARTIES**

2.1 The Parties agree to complete the conduct and assessment of historical presence and activity research that is required.

2.2 The Parties agree to enter into good faith discussions, based on the conduct and assessment of historical presence and activity research, regarding the development of a Government of Alberta Métis Settlements Consultation Policy that is practical and workable for all parties.

2.3 Subject to approval of a Métis Settlements Consultation Policy, the Minister agrees to provide consultation capacity funding to enable Settlements to be consulted, pursuant to individual capacity funding agreements with each Settlement.

2.4 The Minister will provide a maximum of \$9.7 million over the Term for the consultation initiatives described in this Schedule “I”.

### **3. MANAGEMENT AND ORGANIZATION**

3.1 MSGC will be responsible for the coordination and management of the conduct and assessment of historical presence and activity research.

3.2 The LTA Implementation Team will facilitate discussions between the Minister and MSGC regarding the development of a Métis Settlements Consultation Policy

3.3 The Settlements will be responsible for the administration of consultation capacity funding provided by the Minister.

3.4 The Parties agree that the applicable agreements and arrangements made under this Schedule “I” will survive the expiry or earlier termination of this Agreement.

#### **4. FUNDING REQUIREMENTS**

4.1 The Grant funds to be provided by the Minister for consultation capacity funding under this Schedule “I” [are] subject to:

- (a) Cabinet approval of an Alberta Métis Settlements Consultation Policy;
- (b) execution of capacity funding agreements with the Settlement.

#### **5. REPORTING**

5.1 The MSGC will ensure that copies of historical presence and activity research findings will be provided to the Minister.

5.2 The reporting requirements will be set out [in] the consultation capacity funding agreements between the Minister and the Settlement described in Section 2.3 of this Schedule “I”.

#### **6. PERFORMANCE MEASURES**

6.1 Historical presence and activity research is completed.

6.2 A Métis Settlements Consultation Policy is developed.

6.3 Consultation capacity funding is provided as required to each Settlement.

## **SCHEDULE “J” FINANCIAL SUSTAINABILITY**

### **1. PURPOSE**

1.1 The purpose of this Initiative is to ensure the long-term financial sustainability of the Settlements.

### **2. DEFINITIONS**

2.1 In this Schedule “J”, in additions to the definitions set out in the Agreement, the following expressions have the following meanings:

**“Co-Management Agreement”** means the 1990 Co-Management Agreement, as amended, between the Métis Settlements, the Métis Settlements General Council and the Minister of Energy (which is a Schedule to the *Métis Settlements Act* establishing the rules for oil and gas development under Settlement lands;

**“Settlement Investment Corporation”** means the Aboriginal Capital Corporation incorporated under the *Alberta Business Corporations Act*, with a majority interest indirectly owned by the eight Métis Settlements of Alberta through the Settlement Sooniyaw Corporation;

**“Household Contribution Target”** means the expected level of contribution by households towards the provision of Essential Services in a Settlement calculated in accordance with Section 4.1 of this Schedule “J”;

**“Essential Services”** means water, waste water, solid waste disposal and road maintenance, including bridges and culverts; and

**“Future Fund”** means the Métis Settlements Consolidated Fund Part 2, which is the fund established pursuant to the *Métis Settlements Act*.

### **3. FUTURE FUND SUSTAINABILITY**

3.1 In order to achieve Future Fund sustainability, the MSGC agrees to limit future withdrawals from the Future Fund in the following manner:

- (a) \$8 million to be withdrawn to assist the Métis Settlements with their 2013/ 14 budgets;
- (b) an additional \$4 million to be withdrawn from the Future Fund in 2013/14, only if determined by MSGC to be required; and

- (c) the MSGC agrees that no further withdrawals will be made during the term of this Agreement, with the exception of:
- (i) Investment income earned by the Future Fund starting in 2014/15 and only if determined by MSGC to be required.
  - (ii) Funding required to backstop the contributions of MSGC, as required under this Agreement.
  - (iii) Up to \$5 million for recapitalization of Settlement Investment Corporation (SIC).
  - (iv) An exceptional withdrawal agreed to by the Minister.

#### **4. HOUSEHOLD CONTRIBUTION TARGETS AND IMPLEMENTATION PLANS**

4.1 The Parties agree that the Household Contribution Targets will be determined in the manner set out in Sections 5 and 6 of this Schedule “J”, and that the Household Contribution Targets are the amounts listed in Section 6.3.

Section 4.1, Schedule “J” amended by the Second Amending Agreement, 15 March 2016.  
 All formulas related to LIA and HCT are therefore severed.

4.2 The Settlements agree to develop and implement by December 31, 2013 detailed plans to increase household contributions toward the cost of Essential Services as required to achieve the Household Contribution Targets.

#### **5. HOUSEHOLD CONTRIBUTION REQUIREMENTS FOR 2014-15 FUNDING**

5.1 The Parties agree that a Settlement will be eligible for the 2014/15 Alberta Contribution as referred to in Schedule “A” if that Settlement collects 70% or more of the Household Contributions towards the provision of Essential Services in the Settlement from January 1 to March 31 of the 2013/14 Fiscal Year set out in the table below:

Section 5.1, Schedule “J” amended by the First Amending Agreement, 15 January 2015.

Settlement	Household Contribution Target (HCT) 2013/14	Calculated Household Contributions for the 4 <sup>th</sup> Quarter
Buffalo Lake	10%	\$22,300
East Prairie	10%	\$22,800
Elizabeth	10%	\$12,200
Fishing Lake	10%	\$29,100
Gift Lake	10%	\$11,700
Kikino	10%	\$20,400
Paddle Prairie	10%	\$15,000
Peavine	10%	\$22,000

\* The table has been alphabetized in this reference document.

5.2 The Parties agree that the Settlement must provide a preliminary financial statement to the LTA Implementation Team in a form satisfactory to the Minister by March 31, 2014 showing the amounts of household contributions towards the provision of Essential Services collected by the Settlement from January 1 to March 31, 2014.

5.3 The Parties acknowledge and agree that the 2013/14 Household Contribution amounts shown in Section 5.1 of this Schedule “J” are based on estimates of the costs of Essential Services Operations in 2011/12 and that the Household Contribution Target applied only in the fourth quarter of 2013/14 Fiscal Year.

Section 5.3, Schedule “J” added by the Second Amending Agreement, 15 March 2016.

## 6. HOUSEHOLD CONTRIBUTION REQUIREMENTS FOR 2015/16 TO 2018/19 FUNDING

6.1 The Parties agree that the Household Contribution targets for 2014/15 through 2018/2019 will be determined in the following manner:

- (a) For the 2014/2015 Fiscal Year, the Household Contribution target will be the Household Contribution target for 2013/2014 on an annualized basis (four times the amount for that Settlement as set out in column 3 of the chart in Section 5.1 of this Schedule “J”;
- (b) For the 2018/2019 Fiscal Year, the Household Contribution target will be the result of multiplying \$100/month times 12 months times the number of households in the Settlement;
- (c) For the 2015/2016, 2016/2017, 2017/2018 Fiscal Years, the Household Contribution targets will increase by equal increments calculated by determining the difference between the amount of Household Contributions actually collected in 2014/2015 and the Household Contribution targets for 2018/2019, and dividing that figure by four.

6.2 The Parties agree that for the purposes of Section 6.1 of this Schedule “J”, the amounts of Household Contributions collected by Settlements in 2014/2015 and the number of households in each Settlement are as set out in the table below:

Settlement	Amount collected in 2014/15	# of households
Buffalo Lake	\$94,577	204
East Prairie	\$78,034	100
Elizabeth	\$58,196	185
Fishing Lake	\$100,143	159
Gift Lake	\$44,533	192
Kikino	\$123,963	248
Paddle Prairie	\$62,553	174
Peavine	\$92,848	187

\* The table has been alphabetized in this reference document.

6.3 The Parties agree that, for the purpose of determining eligibility for the Essential Service Operating Payments referred to in Schedule “A”, the Household Contribution targets, calculated in accordance with Section 6.1, will be the amounts set out in the table below:

Annual Target for Settlement (monthly average per household)						
Settlement	2014/15 targets for payment in 2015/16 <sup>1</sup>	2014/15 actuals	2015/16 target <sup>2</sup> for payment for 2016/17	2016/17 target <sup>3</sup> for payment for 2017/18	2017/18 target <sup>4</sup> for payment for 2018/19	2018/19 target <sup>5</sup>
Buffalo Lake	\$89,200 (\$36.40)	\$94,492.80 (\$38.60)	\$132,069 (\$53.95)	\$169,646.40 (\$69.30)	\$207,223.20 (\$84.65)	\$244,800.00 (\$100.00)
East Prairie	\$91,200 (\$76.00)	\$78,000 (\$65.00)	\$88,500 (\$73.75)	\$105,996 (\$82.50)	\$109,000 (\$91.25)	\$120,000 (\$100.00)
Elizabeth	\$48,800 (\$22.00)	\$58,164 (\$26.20)	\$99,123 (\$44.65)	\$167,388 (\$63.10)	\$181,041 (\$81.55)	\$222,000 (\$100.00)
Fishing Lake	\$116,400 (\$61.00)	\$100,170 (\$52.50)	\$122,837.04 (\$64.38)	\$160,596.36 (\$76.26)	\$168,171.12 (\$88.14)	\$190,800 (\$100.00)
Gift Lake	\$46,800 (\$20.30)	\$44,467.20 (\$19.30)	\$90,961.92 (\$39.48)	\$168,422.40 (\$59.65)	\$183,951.36 (\$79.83)	\$230,400 (\$100.00)
Kikino	\$81,600 (\$27.40)	\$124,099.20 (\$41.70)	\$167,489.28 (\$56.28)	\$239,776.32 (\$70.86)	\$254,269.44 (\$85.44)	\$297,600 (\$100.00)
Paddle Prairie	\$60,000 (\$28.70)	\$62,640 (\$30.00)	\$99,180 (\$47.50)	\$160,086.96 (\$65.00)	\$172,260 (\$82.50)	\$208,800 (\$100.00)
Peavine	\$88,000 (\$37.20)	\$92,905.20 (\$39.30)	\$128,790.72 (\$54.48)	\$164,676.24 (\$69.65)	\$200,561.76 (\$84.83)	\$236,400 (\$100.00)

\* The table has been alphabetized in this reference document.

<sup>1</sup> 2014/15 target = 2013/14 target times four

<sup>2</sup> 2015/16 target = 2014/15 actuals plus one increment

<sup>3</sup> 2016/17 target = 2014/15 actuals plus two increments

<sup>4</sup> 2017/18 target = 2014/15 actuals plus three increments

<sup>5</sup> 2018/19 target = 2014/15 actuals plus four increments

Increment = \$100.00 minus 2014/15 actuals divided by four

6.4 The Parties agree that each Settlement must provide a preliminary financial statement to the LTA Implementation Team in a form satisfactory to the Minister by February 15 of each Fiscal Year showing the amounts of Household Contributions towards the provision of Essential Services collected by the Settlement in that Fiscal Year. Notwithstanding this requirement, the preliminary financial statement for the 2014/2015 Fiscal Year will be provided to the LTA Implementation Team by March 15, 2015 and by December 31 for each Fiscal Year thereafter up to 2018/2019.

6.5 The Parties agree that for the balance of the Term including and following the 2018/2019 Fiscal Year, Settlements will maintain Household Contributions towards the provision of Essential Services in a Settlement at no less than the Household Contribution Target for the 2018/2019 Fiscal Year.

Sections 6.1 through 6.5, Schedule “J” amended by the  
 Second Amending Agreement, 15 March 2016.

## **7. REDUCTION OF REVENUE-EXPENDITURE GAP**

7.1 The MSGC, on behalf of the Settlements, agrees to provide, to the Minister, by May 31, 2013, a short-term plan to reduce the current revenue-expenditure gap in addition to the longer-term plans described in Section 7.3 of this Schedule “J”.

7.2 The Minister will provide funding and the Settlements will participate in the following studies, which will be completed by not later than December 31, 2013:

- (a) a review of service costs that will identify opportunities to deliver essential services in a more efficient and cost-effective manner, and reduce service costs; and
- (b) an independent assessment of Settlement finances, which will provide analysis and recommendations regarding the management of the expenditure-revenue gap.

7.3 The MSGC, on behalf of the Settlements, agrees to provide to the Minister by December 31, 2016, long-term detailed plans for the reduction of the current revenue-expenditure gap which the Settlements agree to develop, which focus on base budgeting of core functions and services, which will include:

- (a) a reduction in the revenue-expenditure gap, leading to balanced budgets without reliance on the Future Fund;
- (b) a gradual increase in Household Contributions, as referred to in Sections 6.1 and 6.3 of this Schedule “J”;
- (c) a phased reduction in governance costs; and
- (d) targets relating to the reduction of the revenue-expenditure gap developed by the LTA Implementation Team on the basis of the studies referred to in Section 7.2 of this Schedule “J”.

Section 7.3, Schedule “J” amended by the Second Amending Agreement, 15 March 2016.

7.4 The Settlements agree to incorporate detailed plans for the reduction in the revenue-expenditure gap, as referred to in Section 7.3 of this Schedule “J”, into the Settlement three-year business plans and budgets, beginning with the 2014-2017 business plan.

## **8. LONG-TERM SUSTAINABILITY**

8.1 The Parties agree to jointly undertake, by December 31, 2013, a major assessment of the long-term financial sustainability of the Settlements over the longer term (10 to 15 years), which will include, among other things:

- (a) the role of the Fund as a potential long-term, stable revenue source; and
- (b) Co-Management Agreement revenues and the allocation of those revenues among MSGC and the eight Settlements.

8.2 The Government of Alberta and the Settlements will enter into discussions regarding the maximization of benefits under the Co-Management Agreement.

## **9. MANAGEMENT AND ORGANIZATION**

9.1 The LTA Implementation Team will be responsible for:

- (a) reviewing annual financial reports related to household contributions as described in Sections 5.2 and 6.3 of this Schedule “J”;
- (b) facilitating implementation of the review of service costs and independent financial assessment, described in Section 7.2 of this Schedule “J”; and
- (c) developing the targets described in Section 7.3(d) of this Schedule “J”.

Section 9.1(a), Schedule “J” of the original agreement was deleted by the Second Amending Agreement, 15 March 2016, and the remaining three sections renumbered.

## **10. FUNDING REQUIREMENTS**

10.1 The Grant funds to be provided by the Minister under this Schedule “J” for the review of service costs and independent financial assessment described in Section 7.2 of this Schedule “J” is subject to the Minister’s prior approval of the plans for the conduct of the review and the assessment.

## **11. REPORTING**

11.1 Each Settlement will provide a report on the review of service costs for that Settlement to the MSGC and the Minister by no later than December 31, 2013.

11.2 The MSGC will provide to the Minister, by no later than June 30<sup>th</sup> of each Fiscal Year, an annual reporting on actual membership contributions by Settlement, using standardized financial reporting.

11.3 The Parties agree to participate in an independent review by a qualified consultant appointed by the Minister of the amount of household contributions collected by the Settlements from January 1, 2014 to March 31, 2014. The independent review is to assess whether all eligible amounts have been included in the amounts collected toward the Household Contribution Target and to identify significant issues that should be addressed. The Minister will bear the expense of the independent review conducted by the qualified consultant. The Settlements will make the relevant records available to the qualified consultant for review upon request and will cooperate in the review process.

11.4 Within 30 calendar days of the submission of the report from the qualified consultant concerning the independent review in Section 11.3, to the Minister and the MSGC, the MSGC

agrees to submit to the Minister the annual reporting on actual Household Contributions by Settlement as stipulated in this Schedule J, Section 11.2.

Sections 11.3 and 11.4, Schedule “J” added by the First Amending Agreement, 15 January 2015.

## **12. PERFORMANCE MEASURES**

12.1 A review of service costs and efficiencies is completed by December 31, 2013.

12.2 Household Contribution Targets are met on an annual basis, to the satisfaction of the Minister.

## **SCHEDULE “K” IMPLEMENTATION STRUCTURE**

### **1. PURPOSE**

1.1 The purpose of this Initiative is to ensure a governance structure is in place to implement these long term arrangements.

### **2. DEFINITIONS**

2.1 In this Schedule “K”, in additions to the definitions set out in the Agreement, the following expressions have the following meanings:

**“LTA Technical Team”** means the team comprised of officials appointed by the LTA Implementation Team, including Government of Alberta and MSGC staff.

### **3. OBLIGATIONS OF THE PARTIES**

3.1 The Minister and the MSGC agree to establish an LTA implementation structure that will serve as the mechanism to implement these long-term arrangements.

### **4. ROLES AND REONSIBILITIES**

4.1 In addition to the responsibilities described in this Agreement and Schedules, the LTA Implementation Team will have the following responsibilities:

- (a) general leadership with respect to the implementation and administration of this Agreement;
- (b) issue identification and resolution;
- (c) establishment and provision of direction to LTA Technical Team with respect to action plans, timelines, information and resources required to meet the specific responsibilities of the LTA Implementation Team set out in the Agreement and the Schedules;
- (d) development of the Evaluation Framework as referenced in Section 10.1 of this Agreement;
- (e) facilitation of the Progress Reviews, as referenced in Section 10.2 of this Agreement;
- (f) provision of regular reporting by Team members to their respective authorities; and
- (g) approval of the LTA Technical Team Terms of Reference.

4.2 The LTA Technical Team will have the following responsibilities:

- (a) conduct research, prepare information, analyze issues and develop options for consideration by the LTA Implementation Team;
- (b) develop a Terms of Reference outlining the mandate and authority of the LTA Technical Team; and
- (c) establish *ad hoc* working groups as required.