

**ABORIGINAL AQUATIC RESOURCE AND OCEANS MANAGEMENT
PROGRAM (AAROM)
CAPACITY BUILDING CONTRIBUTION AGREEMENT AMENDMENT**

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented
by the Minister of Fisheries and Oceans (hereinafter called "DFO")

AND FIRST NATIONS FISHERIES COUNCIL, a society duly incorporated
under the laws of the Province of British Columbia, for and on behalf of
First Nations Fisheries Society (hereinafter called the "Organization")

This Contribution Agreement Amendment dated the 22nd day of December, 2009

Duration: April 1, 2009 to March 31, 2010



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CAPACITY BUILDING CONTRIBUTION AGREEMENT AMENDMENT

This Capacity Building Contribution Agreement Amendment made

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented
by the Minister of Fisheries and Oceans (hereinafter called "DFO")

OF THE FIRST PART

AND: FIRST NATIONS FISHERIES COUNCIL a society duly incorporated
under the laws of the Province of British Columbia, for an on behalf of
First Nations Fisheries Society (hereinafter called the
"ORGANIZATION")

OF THE SECOND PART

WHEREAS on or about April 28, 2009, DFO and the Organization entered into a Capacity Building Contribution Agreement, hereinafter called the "Capacity Building Contribution Agreement";

AND WHEREAS on or about November 13, 2009, the Parties were both interested in amending the Capacity Building Contribution Agreement by \$350,000.00, thereby increasing the Agreement from \$452,970.00 to \$802,970.00 to support three co-management positions and to help support a Fisheries Assembly meeting;

AND WHEREAS the Parties are both interested in further amending the Capacity Building Contribution Agreement by \$150,000.00, thereby increasing the Agreement from \$802,970.00 to \$952,970.00 to support activities related to the consultation of First Nations on the development of the Federal Aquaculture Regulation and the National Aquaculture Strategic Plan Initiative.

NOW THEREFORE the Parties agree as follows:

1 Amendment

- (a) Subsection 5(a) of the Capacity Building Contribution Agreement is hereby deleted and replaced with the following:
- "5(a) Subject to the terms and conditions of this Agreement, DFO will contribute to the ORGANIZATION up to NINE HUNDRED AND FIFTY-TWO THOUSAND, NINE HUNDRED AND SEVENTY DOLLARS (\$952,970.00) during Fiscal Year 2009-2010 to be used exclusively for paying Allowable Costs related to the activities described in Appendix 2 and the

ORGANIZATION'S AAROM Capacity Building Support Contribution Agreement Statement of Interest. The ORGANIZATION'S AAROM Capacity Building Support Contribution Agreement Statement of Interest is attached to this Agreement for ease of reference, but does not form part of this Agreement. Any interest earned by the ORGANIZATION on the Contribution or any part of it will also be used exclusively for paying Allowable Costs."

- (b) Subsection 16(a) of the Capacity Building Contribution Agreement is hereby deleted and replaced with the following:

"16(a) A ten percent holdback will apply. In no event will the total amount of the reimbursement (if applicable), the advances and payments made by DFO pursuant to subsections 8(b), 9(a) and section 10 respectively, exceed ninety percent, or EIGHT HUNDRED AND FIFTY-SEVEN THOUSAND, SIX HUNDRED AND SEVENTY-THREE DOLLARS (\$857,673.00) in Fiscal Year 2009-2010."

- (c) Subsection 16(b) of the Capacity Building Contribution Agreement is hereby deleted and replaced with the following:

"16(b) In no event will the total of all reimbursements, advances and payments made by DFO pursuant to this Agreement exceed NINE HUNDRED AND FIFTY-TWO THOUSAND, NINE HUNDRED AND SEVENTY DOLLARS (\$952,970.00) during Fiscal Year 2009-2010."

- (d) Appendix 2 (Activity Summary) to the Capacity Building Contribution Agreement is hereby amended by adding the following attached hereto.

2 Notices and Representatives

- (a) Except as otherwise provided in this Capacity Building Contribution Agreement Amendment, where any notice, request, information or other communication is required to be given pursuant to this Capacity Building Contribution Agreement Amendment, it will be in writing and delivered personally, by courier, registered mail or facsimile transmission, and unless notice to the contrary is given, will be addressed to the Party at the address or number set out below.

- (i) To DFO:

Department of Fisheries and Oceans
Treaty and Aboriginal Policy Directorate, Room 1230
#200 – 401 Burrard Street
Vancouver BC
V6C 3S4

Attention: Regional AAROM Coordinator, Pacific Region



Telephone: 604-666-7998
Facsimile: 604-666-0928

(ii) To the First Nations Fisheries Council:

First Nations Fisheries Council
P.O. Box 2606
Unit 209 – 99 Tsakis Way
Port Hardy, BC
V0N 2P0

Attention: Brenda McCorquodale, Executive Director

Telephone: (778) 835-2496
Facsimile: (250) 949-7650
Email: info@FNFisheriesCouncil.ca

- (b) A notice or other communication will be deemed to have been received when the postal receipt is acknowledged by the other Party if sent by registered mail, and within five business days if sent by courier, facsimile transmission or delivered in person.
- (c) A Party may change its representative, address or telephone or facsimile number by giving written notice of the change to the other Party.



3 Ratification

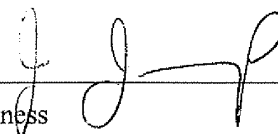
- (a) The Organization warrants that the representative who executes this Capacity Building Contribution Agreement Amendment on behalf of the Organization has authority to bind the Members of the Organization and its collective membership.
- (b) The representative who executes this Capacity Building Contribution Agreement Amendment on behalf of DFO has authority to enter into this Capacity Building Contribution Agreement Amendment on behalf of, and to bind, DFO.
- (c) Execution of this Capacity Building Contribution Agreement Amendment by the representative referred to in subsection 3(a) constitutes ratification of this Capacity Building Contribution Agreement Amendment by the Organization.
- (d) The Organization will inform the Members of the contents of this Capacity Building Contribution Agreement Amendment and will provide Members with a copy of this Capacity Building Contribution Agreement Amendment upon request.

4 Continuance


- (a) The Capacity Building Contribution Agreement as amended by this Capacity Building Contribution Agreement Amendment will continue in full force and effect.

IN WITNESS WHEREOF the Parties have executed this Capacity Building Contribution Agreement Amendment under the hands of their proper officers duly authorized on their behalf this 22nd day of December, 2009.

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by the Minister of
Fisheries and Oceans by the Regional Director
General, Pacific Region



Witness



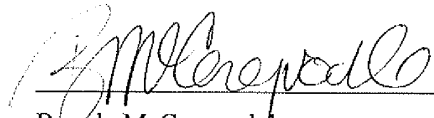
Regional Director General
Pacific Region
Department of Fisheries and Oceans

DEC 22 2009

Date

FIRST NATIONS FISHERIES COUNCIL by its
duly authorized representative


Witness


Brenda McCorquodale
Executive Director

Dec 22 2009
Date



APPENDIX 2

ACTIVITY SUMMARY

The Actaivity consists of activities carried out by the Organization and approved by the Parties related to the following:

DESCRIPTION OF ACTIVITY Category of activities forming part of the Activity	EXPECTED OUTCOMES	ESTIMATED EXPENDITURES (2009/10)
I. Aquatic Resource Management and Stewardship		
<p>Intent and Purpose:</p> <p>This agreement between DFO and the FNFC has been developed to have the FNFC (with the Aquaculture Working Group) plan and execute activities related to DFO's development of a BC federal regulation for aquaculture and the National Aquaculture Strategic Action Plan Initiative (NASAPI).</p> <p>The intent is that the process will allow input from all First Nations in B.C. that have a desire to participate. As such, the FNFC will inform and transmit DFO's formal extend invitations to all First Nations on a province wide basis to attend regional community meetings as appropriate. Detailed records are to be maintained by the FNFC related to the invitations extended, meeting attendance and meeting discussions and these records will be provided to DFO. At the conclusion of these outreach activities the FNFC will summarize and report First Nation recommendations for these DFO initiatives.</p>	<p>Responsibilities and Deliverables:</p> <p>The FNFC are to provide or hire the resources necessary to prepare for and execute the work described in this agreement. The work related to this agreement must be completed by the end of February 2010.</p> <p>DFO will provide the FNFC with the funding required to execute these responsibilities and will work collaboratively with the FNFC toward the desired outcomes.</p> <p>DFO and the FNFC will work collaboratively on the agendas, intent, and content of the community meetings.</p> <p>DFO is responsible for responding to information sharing requests from FNFC in a timely manner and for providing staff to be available for regional community meetings.</p> <p>DFO will also follow up on any requests for bi-lateral consultation directly with the individual First Nation(s).</p> <p>DFO and the FNFC commit to regular executive level meetings (frequency of every three weeks), which may be held via conference call or face-to-face.</p>	<p>\$ 90,000.00</p> <p>(\$30,000 – Legal Analysis \$60,000 – Policy Analysis – All spent on consulting fees)</p> <p>\$30,000.00 (Travel)</p> <p>\$25,000.00 (Meeting costs)</p> <p>\$5,000.00 (communications and office expenses)</p>

DESCRIPTION OF ACTIVITY Category of activities forming part of the Activity	EXPECTED OUTCOMES	ESTIMATED EXPENDITURES (2009/10)
<p>Desired Outcome</p> <p>The desired outcome of this agreement is the development of a collaborative working relationship between DFO and British Columbia First Nations, to facilitate effective consultation, and to influence in a positive and mutually beneficial manner:</p> <ul style="list-style-type: none"> the development of a new regulatory framework for aquaculture in BC; and DFO's strategic planning activities related to the NASAPI. 	<p>The FNFC will undertake to:</p> <ul style="list-style-type: none"> Use the DFO discussion document to stimulate engagement and discussion; Add additional strategic questions or topics for discussion as they deem necessary (in the form of a supplementary FNFC discussion document) to ensure that the regional community meetings are as comprehensive and productive as possible. <p>1. Pre-Meeting Activities</p> <ul style="list-style-type: none"> DFO will provide the funding necessary for the development of legal opinion, performance of policy analysis, development and distribution of a survey document and preparation of the FNFC discussion document. The FNFC will develop legal opinion and perform policy analysis relevant to these activities, develop and distribute a survey document to gather input from BC First Nations and prepare a FNFC discussion document to act as a supplement to the discussion document that DFO has produced to help provide background for and guide for these outreach activities. The FNFC will provide to DFO all of the documents produced in the course of completing the pre-meeting activities as soon as they are completed or no later than the first scheduled regional community meeting. <p>Meeting Dates: The FNFC are responsible to schedule</p>	

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DESCRIPTION OF ACTIVITY Category of activities forming part of the Activity	EXPECTED OUTCOMES	ESTIMATED EXPENDITURES (2009/10)
	<p>the dates for the meeting in cooperation with DFO.</p> <p>Invitation List: The FNFC are responsible to develop the invitation list for the workshop with the objective that the invitations include all of the First Nations within BC. The FNFC will be responsible undertake the necessary follow-up to ensure that the invitations have been received and to maintain records of the communications related to this. The FNFC will provide the invitation list and the record of related communications to DFO.</p> <p>Workshop Invitations:</p> <p>a) Invitation Letter: DFO will prepare an invitation letter on DFO letterhead.</p> <p>b) FNFC Attachment to Invitation Letter: The FNFC will prepare a 'cover letter' or equivalent to accompany the DFO letter that:</p> <ul style="list-style-type: none"> ▪ Appropriately describes the process; ▪ Identifies the date and location for the meeting; ▪ Requests response where invitees confirm their interest to participate/attend; ▪ Provides the details related to the support that will be provided to cover the costs for travel, meals and hotel accommodations related to attending the regional community meeting. <p>c) Sending out Invitations:</p> <ul style="list-style-type: none"> ▪ The FNFC will send out the invitations including the FNFC cover letter along with DFO's formal invitation letter by whatever means is most effective 	



DESCRIPTION OF ACTIVITY Category of activities forming part of the Activity	EXPECTED OUTCOMES	ESTIMATED EXPENDITURES (2009/10)
	<p>and expedient to successful communication.</p> <p>d) Tracking of Attendance:</p> <ul style="list-style-type: none"> ▪ The FNFC will maintain records of attendance at all regional community meetings and provide that information to DFO along with the notes prepared from each meeting. <p>2. Execution of Meetings</p> <p>Meeting Venue(s) and Hotel(s): The FNFC will find and book venues that supply suitable meeting facilities, hospitality and rooms required to accommodate attendees.</p> <p>FNFC is planning to host as many regional meetings as necessary but it could be up to 8 (Prince Rupert, QCC, Bella Bella/Bella Coola, Port Hardy, Nanaimo, Vancouver, Kamloops and Prince George). Final number and location of meetings will be determined based upon First nations response to DFO's invitation to participate and after input from DFO.</p> <p>Expenses: The FNFC will manage the process of receiving expense reports for attendees (including original receipts) and disbursing payments for the reimbursement of those expenses. All travel arrangements and payments made for reimbursement of expenses are to be made in accordance with Treasury Board guidelines. The records of the expenses are to be maintained such that if necessary they can be audited per</p>	

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	<p>normal procedure. Community members that have their travel covered with other funding programs (i.e. AFS and AAROM) are not eligible for reimbursement.</p> <p>Hosting Meeting Activities: Meetings will be co-hosted by DFO and the FNFC.</p> <p>Facilitation: The facilitator, hired by the FNFC with input from DFO will run the meetings based on the layout of the DFO discussion document along with the FNFC discussion document.</p> <p>Note Taking: The Note Taker hired by the FNFC with input from DFO will take notes from the meetings. The note taker will prepare the notes in electronic format (Microsoft Word) and provide these to DFO no later than 2 weeks following each meeting.</p> <p>Process Evaluation: The FNFC will distribute an evaluation document provided by DFO that participants may use to evaluate and provide feedback related to the outreach process to assess how well the process worked (and obtain recommended areas for improvement) to gather First Nation input and recommendations.</p> <p>Logistics: As the party responsible to hire the venue(s), the FNFC will be responsible to:</p> <ul style="list-style-type: none"> - make sure that the room is appropriately set up for the number of attendees; 	



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	<ul style="list-style-type: none"> - ensure that the A/V equipment and its set up is suitable such that all participants can hear the presentations and discussions and see the visual material presented; - work with the venue staff to quickly execute changes necessary through the course of the event to deal with issues. <p>3. Post Meeting Activities Report Preparation:</p> <ul style="list-style-type: none"> ▪ The FNFC is responsible to follow-up with the facilitator/ consultant and note taker to ensure that the reports as described in this document are prepared and provided to DFO as per the agreed schedule(s). ▪ By the end of February 2010, the FNFC will provide a summary of recommendations from the meetings. <p>4. Follow Up</p> <p>DFO will consider all of the input received through the course of the whole process in the development of the BC Federal Regulation for Aquaculture and for the preparation of the sector specific Strategic Action Plans associated with NASAPI.</p>	
AMENDMENT TOTAL		\$ 150,000.00



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**ABORIGINAL AQUATIC RESOURCE AND OCEANS MANAGEMENT PROGRAM
(AAROM)**

CAPACITY BUILDING CONTRIBUTION AGREEMENT AMENDMENT

