

## FRASER BASIN COUNCIL SOCIETY

### 3<sup>rd</sup> Party Funding Agreement

This AGREEMENT made as of the 1<sup>st</sup> day of April, 2016,

**BETWEEN: FRASER BASIN COUNCIL**

("FBC") 1<sup>ST</sup> Floor, 470 Granville Street, Vancouver BC V6C 1V5

**AND: MUSKWA-KECHIKA ADVISORY BOARD**

("M-KAB")

is for the financial administration of funds to support the activities of the Muskwa-Kechika Advisory Board, including the \$55,455.66 received from Resources North Association as per the **Government Transfer-Shared Cost Arrangement** TP16FSJ0001.

This funding will allow the M-KAB to operate in 2016/17 such that it can provide meaningful advice on natural resource management in the M-KMA. The funding is to be used towards achieving priority objectives and targets from among those outlined in the updated M-KAB Strategic Direction & Operational Business Plan 2016/17. Activities included in the Plan and supported by the transfer (Schedule A) may include but are not limited to:

1. Administrative costs associated with meetings of the Advisory Board in Fiscal Year 2016/17;
2. Administrative costs associated with this agreement, the M-KMA website, teleconference system and other M-KMA Coordinator, General and Administrative expenses;
3. Implementation of the M-KAB's updated Strategic Direction and Operational Business Plan 2016/17, including but not limited to:
  - a. Submitting a report to the Premier and making it available to British Columbians on its website;
  - b. Providing advice regarding the criteria necessary to determine under what conditions resources can be developed within the M-KMA while maintaining its wilderness quality, wildlife and ecosystems in perpetuity;
  - c. Developing a common and shared understanding between the M-KAB and Government regarding the M-KMA Act Preamble, Vision (created by the M-KAB) and the M-KAB's definition of Wilderness for the M-KMA;



- d. Participating in the University of Northern British Columbia (UNBC) collaborative Partnership Agreement updated between the M-KAB and UNBC in 2015; and
- e. Over the longer term developing a framework or mechanism to provide integrated, meaningful, clear and measurable advice to industry on potential resource development projects and activities within the M-KMA that ensures activities within the M-KMA are in keeping with the vision and management goal for the area.

## **DELIVERABLES**

The M-KAB will submit its *Muskwa-Kechika Management Area Advisory Board's Report to the Premier and the Public of British Columbia (2010 – 2015)* by no later than the Fall of 2016 and make it available to the public on its website.

Create advice to guide statutory decision makers as they adjudicate anticipated proposed forestry operations in the Fox/Obo drainages to ensure consistency with the objectives of the *Muskwa-Kechika Management Plan*.

With respect to other potential natural resource operations in the M-KMA provide meaningful advice to guide statutory decision makers in their adjudication of future proposals to ensure that activities within the area are consistent with the objectives of the *Muskwa-Kechika Management Plan*. This advice is made public (posted on the M-KMA website) and is of interest to First Nations and many stakeholder groups (e.g. local government, industry, recreation, wilderness, tourism, trapping, guide outfitting and conservation groups).

The M-KAB will continue to collaborate with UNBC to identify mutually beneficial projects, research and other activities that provides knowledge and advice for informed decision-making and integrated resource management in the M-KMA.

The M-KAB will incorporate into its updated *Strategic Direction and Operational Business Plan* its plan for development of the framework or mechanism to provide integrated advice to industry activities within the M-KMA are in keeping with the vision and management goal for the area.

## **REPORTING REQUIREMENTS**

### *Financial Reporting:*

FBC will provide a quarterly report to the Executive of the Advisory Board showing expenditures for the quarter and an account balance at the end of the quarter. This will be provided within one month after the end of the quarter (i.e. on or before June 30, 2016, October 31/16, January 31/17, and April 30/17). The M-KAB will provide the year-end financial report to the provincial contact.



From time to time, as requested by the Executive or by the M-KAB Coordinator on behalf of the Executive, FBC will provide interim financial information to meet circumstances that would require it.

### *Ongoing Communication*

The M-KAB must make all reasonable efforts to respond to ad-hoc requests by the Province for information on Project progress. The M-KAB must also advise the Province immediately of any substantial events that could impact the Project timeline.

### *Annual Reporting*

Given that the Agreement is the sole funding source for the M-KAB's activities, the report available to the public titled *Muskwa-Kechika Management Area Advisory Board's Report to the Premier and the Public of British Columbia (2016 – 2017)*, which outlines the outcome and accomplishments of the M-KAB's work, will also serve as the Project report.

## **TERMS**

FBC will administer the project for a rate of 8% per annum plus GST and any tax related rebates on expenses, invoiced quarterly and submitted to the Executive of the M-KAB for approval.

This agreement will be in effect **April 1, 2016** through to **March 31, 2017** and renewable upon agreement of both parties.

The M-KAB through its Executive will approve expenditures and submit approved invoices on a monthly basis for payment by FBC against the account code established for the M-KAB.

The M-KAB has authorized its Executive to approve expenditures against this funding, which will include but not be limited to:

- M-KAB members travel claims (reviewed and approved by M-KAB Coordinator);
  - Travel claims/honorariums for those approved by the M-K Executive to attend M-KAB meetings and conferences. These will be submitted to the M-KAB Coordinator and forwarded to FBC for payment;
  - M-KAB Coordinator support services – monthly invoices (approved by M-KAB Chair);
  - Meeting room and catering costs for M-KAB meetings and functions (approved by the M-KAB Coordinator);
  - Other expenditures consistent with the M-KAB legislated mandate for communication activities (web site host and maintenance and other communication outlets), AND project work as directed by the M-KAB through its Executive.
- Approval for expenditures will be recorded in the M-KAB/Executive meeting minutes and provided to FBC for their records in being administrators for these funds.



Further:

1. The monies are to be spent only as specified above, directed by the M-KAB and its Executive and approved by 2 members of the Executive in advance of the expenditure. Approval can be done electronically.
2. Nothing in this agreement would preclude the M-KAB securing other funding for its operation over the course of the year and being able to have funds be deposited into this account with FBC.
3. FBC assumes no liability for loss, injury or damage suffered or caused as a result of establishing and administration of this account or any work directed by the M-KAB in their use of these funds.

### **TRAVEL APPROVAL REQUIREMENTS**

Travel claims for Board members will be equivalent with current provincial government rates.

The M-KAB Coordinator will deal with all travel claims for the M-KAB (the Executive will pre-approve travel for invited guests prior to meetings), and submit them to FBC for payment.

### **CAPITAL COST ITEMS**

The funds for this project will not be used to purchase capital cost items.

### **LIAISON**

The M-KAB will provide detailed contact information on the M-K Executive and their Coordinator to FBC to ensure contact will be maintained between the two parties.

### **ASSIGNMENT AND SUB-CONTRACTING**

FBC must not, without the prior, written consent of the M-KAB

- (a) Assign, directly or indirectly, this Agreement or any right of FBC under this Agreement; or
- (b) Sub-contract any obligation of FBC under this Agreement.

No sub-contract entered into by FBC relieves FBC from any of its obligations under this Agreement or imposes onto M-KAB any obligation or liability arising from it



**ACCEPTANCE**

If the above conditions are acceptable, please indicate by signing and returning to FBC, the two originals of this Agreement. One of the original will be provided for your files upon signing by the Fraser Basin Council Society.

IN WITNESS WHEREOF each of the Parties has executed this Agreement on the date first above written.

**Fraser Basin Council Society**

**Muskwa-Kechika Advisory Board**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

March 15, 2016

Date: March 31, 2016

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

David Marshall  
Executive Director  
Fraser Basin Council Society

Stephanie Killam  
Chair  
Muskwa-Kechika Advisory Group