

**Sechelt Indian Band
Forest & Range
Consultation and Revenue Sharing Agreement (FCRSA)
(the "Agreement")**

**Between:
The Sechelt Indian Band**

As Represented by
Chief and Council
(the Sechelt Indian Band)

And

Her Majesty the Queen in Right of the Province of British Columbia
as represented by the Minister of Aboriginal Relations and Reconciliation
("British Columbia")

(Collectively the "Parties")

WHEREAS:

- A. In 2005, British Columbia and the First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and the Union of BC Indian Chiefs entered into a New Relationship and signed the Transformative Change Accord, the purposes of which is to implement a government-to-government relationship based on an effective working partnership, enhanced collaboration, mutual respect and recognition and accommodation of Aboriginal title and rights and achieve the mutual goals of closing the social and economic gap between First Nations and other British Columbians.
- B. In the spirit of the New Relationship and the Transformative Change Accord, British Columbia and Sechelt Indian Band have undertaken a shared commitment to strengthening relationships on a government-to-government basis, and on focusing efforts to close the socio-economic gaps between Aboriginal and non-Aboriginal people.
- C. This Agreement, and the benefits flowing from it, will assist the Sechelt Indian Band in achieving progress towards the goals referred to in the previous recitals, and in particular help to address the conditions that contribute to economic challenges among Aboriginal people and to ensure that they can more fully benefit from and contribute to British Columbia's prosperity.
- D. British Columbia recognizes that Sechelt Indian Band has a unique history and its own culture and traditions that help to define it, and that these characteristics, along with its relationship with British Columbia, form an important context for the cooperative efforts needed to improve the Sechelt Indian Band community's well-being.

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- E. The Sechelt Indian Band has Aboriginal Interests within its Territory.
- F. British Columbia intends to consult with the Sechelt Indian Band and to accommodate its Aboriginal Interests as appropriate (including an accommodation by way of the payments provided through this Agreement), with respect to impacts on the Sechelt Indian Band's Aboriginal Interests arising from forest and/or range resource development activities proposed within the Sechelt Indian Band Territory.
- G. The Sechelt Indian Band intends to participate in any consultation or information sharing with British Columbia or a Licensee in relation to forest and/or range resource development activities proposed within the Sechelt Indian Band's Territory that may impact the Sechelt Indian Band's Aboriginal Interests.
- H. This Agreement is intended to assist in achieving stability and greater certainty for forest and/or range resource development on Crown held lands within the Territory of the Sechelt Indian Band which will enhance the ability of the forestry and ranching industries to exercise timber harvesting and grazing rights in a timely, economic, and environmentally sustainable manner while longer term interests of the Sechelt Indian Band are addressed through other agreements or processes.
- I. The Parties are committed to working collaboratively on developing a forum to address strategic land use decisions that include forestry and to this end are working towards the development of a Reconciliation Agreement that may, amongst other things, provide for shared decision making processes within the Sechelt Territory.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 Definitions

For the purposes of this Agreement, the following definitions apply:

- 1.1 "**Aboriginal Interests**" means asserted aboriginal rights (including aboriginal title) or determined aboriginal rights (including aboriginal title) which are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 1.2 "**Administrative and/or Operational Decision**" means a decision made by the Minister or a Delegated Decision Maker related to forest and range resources under provincial legislation as identified in the First Annual List and/or Annual List as defined in Appendix B.
- 1.3 "**Minute of Decision**" means a resolution of Sechelt Indian Band having the form of Appendix D.
- 1.4 "**BC Fiscal Year**" means a period beginning on April 1 of a calendar year and ending on March 31 of the next calendar year.

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- 1.5 **"Delegated Decision Maker"** and **"DDM"** means a person with authority, to make statutory decisions with respect to forest and range resources under provincial legislation as amended from time to time.
- 1.6 **"Effective Date"** means the date on which this Agreement has been ratified and signed by each of the Parties.
- 1.7 **"First Fiscal Year of the Term"** has the meaning given to that term in section 3.2.
- 1.8 **"Licensee"** means a holder of a forest tenure or a range tenure.
- 1.9 **"Matrix"** means the framework in Appendix B which will be used to define consultation between the Parties with respect to Operational and Administrative Decisions.
- 1.10 **"Minister"** means the Minister of Forests, Lands and Natural Resource Operations having the responsibility, from time to time, for the exercise of powers in respect of forests and range matters.
- 1.11 **"Operational Plan"** means a Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan (as those terms are defined in forest and range legislation) that has or will have effect in the Sechelt Indian Band's Territory.
- 1.12 **"RA"** means a reconciliation agreement between British Columbia and the Sechelt Indian Band that creates a foundation for the reconciliation of aboriginal rights and/or aboriginal title with Crown sovereignty but is not a treaty in the meaning of section 35(1) of the *Constitution Act, 1982*.
- 1.13 **"Revenue Sharing Contribution"** means each payment to be made by British Columbia to the Sechelt Indian Band in accordance with Section 3.0 of this Agreement for the purposes of this Agreement and as an accommodation.
- 1.14 **"SEA"** means a strategic engagement agreement between British Columbia and the Sechelt Indian Band that describes a consultation process between the Sechelt Indian Band and more than one natural resource ministry of the Government of British Columbia.
- 1.15 **"Forest Tenure Opportunity Agreement"** means an agreement signed between the Minister and a First Nation that provides for the Minister to direct award forest tenure under the *Forest Act*.
- 1.16 **"Term"** has the meaning given to that term in section 11.0.
- 1.17 **"Timber Harvesting Land Base"** means the portion of the total land area of a management unit considered by Ministry of Forest, Lands and Natural Resource Operations to contribute to, and be available for, long-term timber supply.
- 1.18 **"Territory"** means the Sechelt Indian Band's claimed or asserted traditional territory as shown in bold black on the map attached in Appendix A.

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- 1.19 "Treasury Board" means the cabinet committee of British Columbia defined in the *Financial Administration Act*.

2.0 Purpose and Objectives

The purposes and objectives of this Agreement are:

- 2.1 In relation to potential impacts on Sechelt Indian Band's Aboriginal Interests resulting from forest and range development in its Territory, to facilitate the Parties in meeting their respective legal consultation obligations by supporting the capacity of Sechelt Indian Band to participate in consultation initiated by British Columbia and by establishing a consultation process which results in appropriate accommodation measures being implemented, where appropriate, in addition to the Revenue Sharing Contribution provided as an accommodation in this Agreement;
- 2.2 To provide an opportunity for the Parties to support the socio-economic objectives described in the recitals A, B and C contained in this Agreement; and
- 2.3 To establish an interim consultation process while the parties attempt to develop shared decision making processes, regarding strategic land use planning and decision-making, which respect and take into consideration the *shishálh* Strategic Land Use Plan, as part of a RA.

3.0 Forest Revenue Sharing Contribution

- 3.1 The Sechelt Indian Band will be the recipient entity for all funds disbursed by the Province under this Agreement.
- 3.1.1 For the purposes of facilitating prompt payment by British Columbia as described in section 3.2, Sechelt Indian Band will provide banking information identifying an account at a Canadian financial institution into which direct deposits can be made by British Columbia for the purpose of receiving monies payable by British Columbia pursuant to this Agreement (the "Payment Account"). Sechelt Indian Band will provide to British Columbia sufficient address and account information respecting the Payment Account to enable British Columbia to make direct deposit payments to the Payment Account.
- 3.1.2 Unless otherwise agreed, subject to sections 3.4, 3.5 and section 10.0 of this Agreement, British Columbia will during the Term make annual Revenue Sharing Contributions, calculated in accordance with Appendix C, to the Sechelt Indian Band and the Revenue

Sharing Contribution will be disbursed in two equal payments: the first payment to be paid on or before September 30th, and the second payment to be paid on or before March 31st.

- 3.2 Notwithstanding section 3.1.2, for the BC Fiscal Year 2011/12 (the "First Fiscal Year of the Term") the amount calculated in accordance with Appendix C is deemed to be \$384,372 which will be payable March 31st.
- 3.3 Before November 30st of each year during the Term, Sechelt Indian Band will receive written notification from British Columbia of the Revenue Sharing Contribution for the following BC Fiscal Year (including the summary document(s) and calculations identified in Appendix C) and the Sechelt Indian Band agree that such written notification will have the effect for the purposes of this Agreement of describing the amount of the Revenue Sharing Contribution under this Agreement for that following BC Fiscal Year.
- 3.4 For each BC Fiscal Year subsequent to the First Fiscal Year of the Term, the Revenue Sharing Contribution will be provided by British Columbia to the Sechelt Indian Band in the manner specified in section 0, provided Sechelt Indian Band is in compliance with the terms of this Agreement and this Agreement has not been suspended or terminated pursuant to section 10.0.
- 3.5 Notwithstanding any other provisions of this Agreement, the payment of money by British Columbia to the Sechelt Indian Band pursuant to this Agreement is subject to:
 - 3.5.1 there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia in any BC Fiscal Year or part thereof when any such payment may be required, to make that payment; and
 - 3.5.2 Treasury Board not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in section 3.5.1.

4.0 Consultation Process

- 4.1 The Parties agree that consultation with respect to impacts to Sechelt Indian Band's Aboriginal Interests arising from any Operational or Administrative Decisions or Operational Plans is to be carried out in accordance with the process set out in Appendix B of this Agreement.
- 4.2 For greater clarity, it is agreed that if a forestry decision is required to be made by British Columbia that the Parties agree does not fall within the definition of Operational, Administrative Decisions or Operational Plans, as defined herein, it will be the subject of consultation and, where appropriate, accommodation, as agreed by the Parties.

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- 4.3 British Columbia will use the map of the Sechelt Indian Band's Territory used in the *Shishalh Interim Forestry Agreement* which map will be set out in this Agreement as Appendix A, unless this is the first such agreement between British Columbia and Sechelt Indian Band in which event the Sechelt Indian Band will provide a hard copy map of its Territory and a digital copy of the Territory boundary conforming to current government mapping standards, which hard copy will be set out in this Agreement as Appendix A.
- 4.4 Sechelt Indian Band agrees that British Columbia may share the map of the Territory as set out in Appendix A with another provincial government agency and/or a licensee responsible for information sharing associated with a decision that is subject to this Agreement.
- 4.5 The Parties agree that in the event Sechelt Indian Band enters into a SEA or RA with British Columbia after the Effective Date which includes a consultation process which addresses forest and range management and decision making, the consultation process set out in the SEA or RA will supersede and replace the consultation process set out in this Agreement for the term of the SEA or RA if the SEA or RA so provides; and in any such case, if the SEA or RA terminates prior to the end of the Term, the Parties agree that the consultation process set out in Appendix B of this Agreement will apply for the remainder of the Term.
- 4.6 In the event that the Effective Date falls after the date on which Sechelt Indian Band enters into a SEA or RA with British Columbia that includes a consultation process which addresses forest and range management and decision making, and the SEA or RA is subsequently terminated prior to the end of the Term, the Sechelt Indian Band agrees that this Agreement will be amended within 60 days of the date of termination of the SEA or RA to include a consultation process in this Agreement.

5.0 Acknowledgments and Covenants by Sechelt Indian Band

- 5.1 Sechelt Indian Band acknowledges that forest revenues received by British Columbia fluctuate and that the Revenue Sharing Contributions under this Agreement will vary over time.
- 5.2 Without pre-determining their sufficiency, Sechelt Indian Band agrees that the Revenue Sharing Contributions made under section 3.0 of this Agreement constitute an accommodation for impacts on Sechelt Indian Band Aboriginal Interests of Administrative Decisions, Operational Decisions and/or Operational Plans in the Territory from April 1, 2011 to the end of the term of this agreement.
- 5.3 Sechelt Indian Band agrees that during the term of this Agreement, if the consultation process set out in this Agreement is followed, British Columbia has consulted and has provided an accommodation with respect to potential infringements of Sechelt Indian Band's Aboriginal Interests in

the context of Operational Decisions and Administrative Decisions that British Columbia will make and any forest or range practices that may be carried out under an Operational Plan in the Territory.

6.0 Community Priorities, Annual Reports and Records

- 6.1 The Sechelt Indian Band agrees to use the Revenue Sharing Contribution to assist in achieving the objectives of this Agreement as described in section 2.0.
- 6.2 The Sechelt Indian Band being responsible and accountable to Sechelt Indian Band members through the provisions of the Sechelt Indian Band Constitution, will prepare annual spending plans and annual reports for the Revenue Sharing Contribution, as part of the annual budgeting and reporting processes described in the Sechelt Indian Band Constitution, for the term of this Agreement.
- 6.3 Subject to the provisions and processes of the Sechelt Indian Band Constitution, the annual spending plans and annual reports for the Revenue Sharing Contribution will be published by Sechelt Indian Band in a manner that can reasonably be expected to bring the information to the attention of its members by publically publishing the information.
- 6.4 Notwithstanding section 6.2, the Sechelt Indian Band will prepare an initial spending plan for the First Fiscal Year Revenue Sharing Contribution within 60 days of the Effective Date of this Agreement.
- 6.5 If requested by British Columbia, Sechelt Indian Band will provide to British Columbia, at no cost to British Columbia, a copy of the Sechelt Indian Band's annual audited financial statements that detail the receipt and use of the Revenue Sharing Contribution.

7.0 Security Deposits

- 7.1 In recognition of Sechelt Indian Band entering into this Agreement, British Columbia may choose not to request a silviculture deposit(s) pertaining to licence(s) entered into as a result of the invitation to apply under a Forest Tenure Opportunity Agreement entered into between Sechelt Indian Band (or a legal entity controlled by the Sechelt Indian Band) and British Columbia.

8.0 Co-operation and Stability

- 8.1 Sechelt Indian Band will respond as soon as is practicable to a request from British Columbia for assistance and will work cooperatively with

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British Columbia to assist in resolving acts of intentional interference by Sechelt Indian Band members of provincially authorised forestry activities.

9.0 Dispute Resolution

- 9.1 If a dispute arises between British Columbia and the Sechelt Indian Band regarding any aspect of this Agreement, and if both Parties agree that the issue at dispute should be the subject of the dispute resolution process provided for in this Agreement, then the duly appointed representatives of the Parties will meet as soon as is practicable to attempt to resolve the dispute.
- 9.2 If the Parties are unable to resolve differences at the appropriate level, the issue will be raised to more senior levels of British Columbia within a sixty day time frame.
- 9.3 If the dispute cannot be resolved by the Parties directly, the Parties may choose other appropriate approaches to assist in reaching resolution of the issue.

10.0 Suspension and Termination

- 10.1 British Columbia may suspend the making of further Revenue Sharing Contributions under this Agreement if it determines, acting reasonably, that Sechelt Indian Band is not fulfilling its obligations under sections 4.0 and 6.0 or 11.1 of this Agreement, or where the Sechelt Indian Band has outstanding unfulfilled financial obligations to British Columbia arising from a licence(s) issued further to an agreement between the Sechelt Indian Band and British Columbia. Upon making any such determination, British Columbia will provide notice to Sechelt Indian Band of the alleged non-compliance, and the Parties will then attempt to resolve their differences.
- 10.2 If the alleged non-compliance by Sechelt Indian Band is not resolved within 60 days of the notice provided in section 11.1, British Columbia will notify Sechelt Indian Band that the alleged non-compliance remains unresolved and, without limiting the actions that may be taken by British Columbia, may terminate this Agreement.
- 10.3 This agreement may be terminated should Sechelt Indian Band, acting reasonably, determine that British Columbia is not fulfilling its obligations under the terms of this Agreement. Upon making any such determination, Sechelt Indian Band will provide notice to BC of the determination and the Parties will attempt to resolve their differences.
- 10.4 If, during the term of this Agreement, Sechelt Indian Band challenges or supports a challenge to an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions or plans, by way of legal proceedings or otherwise, on the basis that, contrary to section 5.2, the Revenue Sharing Contribution provided

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for in section 3.0 of this Agreement does not provide an accommodation for impacts on Sechelt Indian Band's Aboriginal Interests then, without limiting any actions that may be taken by British Columbia, the Revenue Sharing Contribution provided for in section 3.0 may be suspended or this Agreement may be terminated by British Columbia.

- 10.5 This Agreement will terminate prior to the end of the Term in any one of the following circumstances; 90 days' written notice of termination is given by one Party to the other; termination in accordance with section 10.0 or upon mutual agreement of the Parties. In the event of such early termination of this Agreement, the Revenue Sharing Contribution for the BC Fiscal Year in which termination becomes effective will be prorated to the termination date.
- 10.6 If a Party gives written notice of its intention to terminate this Agreement effective 90 days from the date of the notice, the Parties will, prior to the end of the 90-day period, meet and will attempt to resolve any issue that may have given rise to the termination notice.
- 10.7 Should the Parties be unable to resolve the issue that has given rise to the termination notice, and should both parties agree, an independent mediator may be hired to assist in resolving the issue.

11.0 Term

- 11.1 The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with any of the provisions hereof, will end on the day immediately before the third anniversary of the Effective Date.

12.0 Renewal of the Agreement

- 12.1 Prior to the expiry of the Term, if the terms and conditions of this Agreement are being met, British Columbia and Sechelt Indian Band will, if each party has received such authorizations as it may require, begin negotiations for the renewal of this Agreement or for a new agreement.

13.0 Amendment of Agreement

- 13.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 13.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

14.0 Entire Agreement

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14.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

15.0 Notice


- 15.1 Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as in this section of the Agreement.
- 15.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 15.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Deputy Minister
Ministry of Aboriginal Relations and Reconciliation
P.O. Box 9100 STN PROV GOVT
Victoria BC V8W 9B1
Telephone: (250) 356-1394
Facsimile: (250) 387-6594

Sechelt Indian Band


Chief Garry Feschuk
Sechelt Indian Band
PO Box 740
Sechelt, BC V0N 3A0
Telephone: (604) 885-2273
Facsimile: (604) 885-3490

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16.0 Miscellaneous

- 16.1 This Agreement shall be interpreted in a manner consistent with provincial and federal law.
- 16.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define, abrogate or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
- 16.3 This Agreement does not prejudice the asserted Aboriginal title and rights of the Sechelt Indian Band nor does it address or prejudice any conflicting interests or competing claims between First Nations.
- 16.4 This Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 16.5 British Columbia acknowledges and enters into this Agreement on the basis that the Sechelt Indian Band has Aboriginal Interests within their Territory but that the specific nature, scope or geographic extent of Aboriginal Interests of the Sechelt Indian Band have yet to be determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Sechelt Indian Band.
- 16.6 References in this Agreement to Crown lands are without prejudice to the Sechelt Indian Band's Aboriginal title and/or rights claims over those lands.
- 16.7 Subject to section 5.2, this Agreement does not address or affect any claims by the Sechelt Indian Band regarding impacts on its Aboriginal Interests resulting from past Operational or Administrative Decisions made by British Columbia prior to the effective date of this Agreement.
- 16.8 This Agreement and any decisions made during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding their respective jurisdictions and authorities.
- 16.9 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 16.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 16.11 The applicable laws of British Columbia and Canada shall govern this Agreement.
- 16.12 This Agreement is not intended to limit any obligation of forest or range Licensees or other third parties to the Sechelt Indian Band.

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- 16.13 This Agreement does not exclude the Sechelt Indian Band from accessing forestry economic opportunities and benefits, which may be available to the Sechelt Indian Band, other than those expressly set out in this Agreement.
- 16.14 Nothing in this Agreement is to be construed as an acceptance of or admission by a Party of the position of the other Party or as an admission of fact or liability.
- 16.15 If any part of this Agreement is void or unenforceable at law, that part shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.
- 16.16 If any part of this Agreement is void or unenforceable at law, the Parties agree to negotiate and attempt to reach agreement, to the extent reasonably possible and as their respective interests may require, on a replacement for the severed part with a view to achieving the intent of the Parties as expressed in this Agreement.
- 16.17 All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.
- 16.18 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition otherwise requires.
- 16.19 The appendices to this Agreement form part of the Agreement.
- 16.20 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.
- 16.21 With respect to Canada's Own Source Revenue (OSR) policy and provincial transfers, British Columbia will:
- a) Not take into account any own source revenue capacity that may be acquired by Sechelt Indian Band as a result of this Agreement; and
 - b) Make reasonable efforts to obtain the agreement of Canada to similarly not take any such own source revenue capacity into account; and
 - c) If necessary, pursuant to section 13.2 of this Agreement, accede to a request by Sechelt Indian Band to consider amendments to the Agreement that would ensure that payments made from British Columbia under this Agreement do not result in reductions of payments by Canada to the Sechelt Indian Band.

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Signed on behalf of:

Sechelt Indian Band



Chief Garry Feschuk

March 26, 2012
Date



Councillor



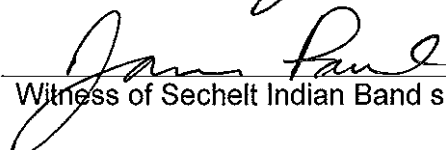
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Councillor



Witness of Sechelt Indian Band signatures

Signed on behalf of:

Government of British Columbia



Mary Polak
Minister of Aboriginal Relations and
Reconciliation

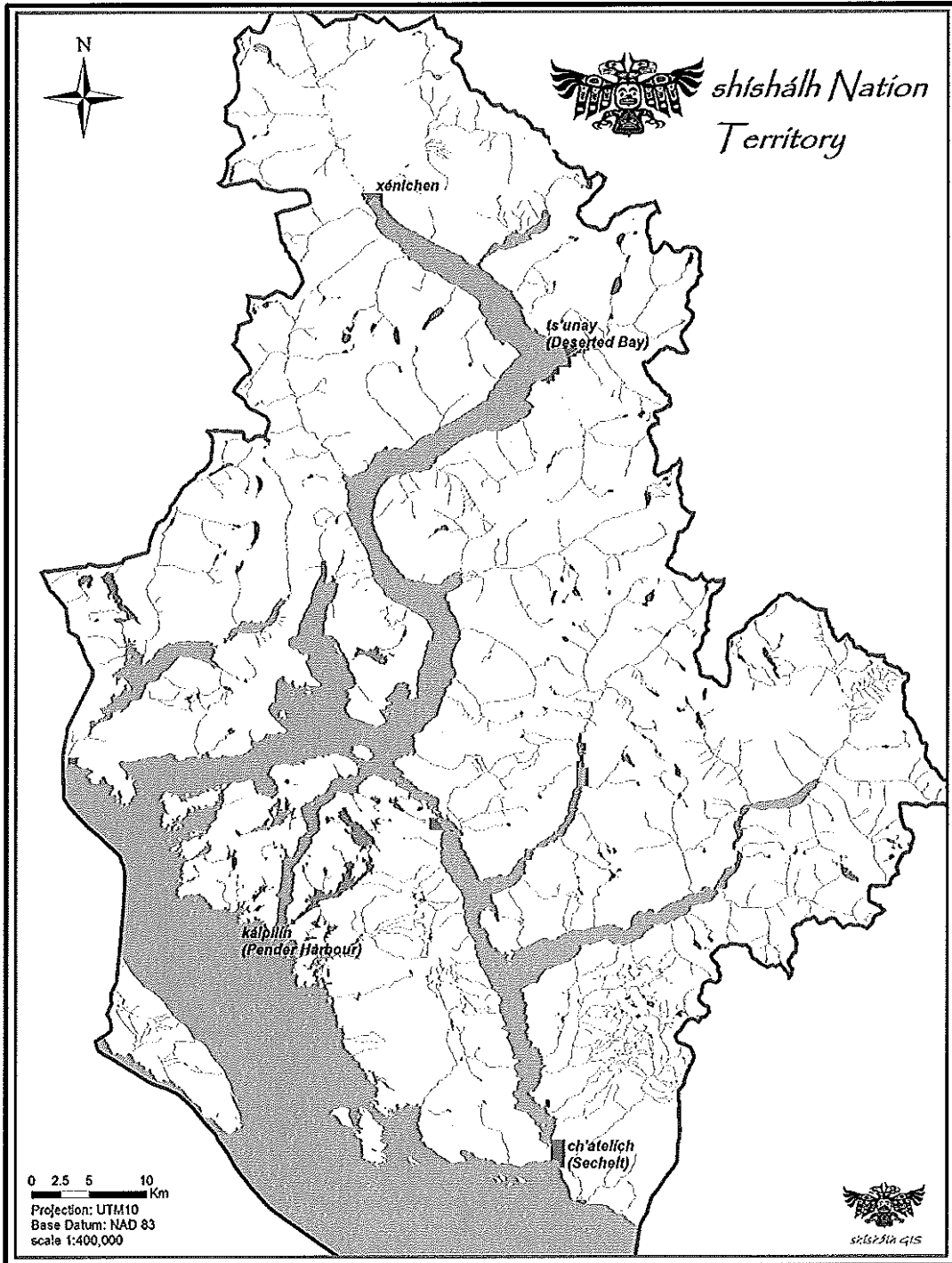
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Witness of Minister signature



APPENDIX A
Map of Sechelt Indian Band Territory



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APPENDIX B

Consultation

On Operational and Administrative Decisions and Operational Plans.


In order to facilitate consultation with respect to Operational and Administrative Decisions and Operational Plans, the Parties have agreed to use the Matrix framework set out in section 1.10 of this Appendix ("section 1.10"), which allows the Parties to determine which Operational and Administrative Decisions and Operational Plans will require consultation, as well as the associated appropriate level of consultation for those decisions and plans.

- 1.1 British Columbia agrees to consult with Sechelt Indian Band in accordance with the applicable consultation level agreed to by the Parties under section 1.10 on Operational Plans, Operational Decisions, and Administrative Decisions that may potentially impact Sechelt Indian Band's Aboriginal Interests within the Territory.
- 1.2 Sechelt Indian Band agrees to fully participate with British Columbia and/or those Licensees or licence proponents operating within Sechelt Indian Band asserted territory, as set out in this Agreement and in accordance with the applicable level of consultation to which the Parties have agreed under section 1.10, including information sharing and/or consultation regarding proposed Operational Decisions, Administrative Decisions, and Operational Plans dealing with forest and range development within the Territory.
- 1.3 In this Appendix, "First Annual List" means a list of Operational and Administrative Decisions and Operational Plans, which may require consultation during the First Fiscal Year of the Term or part thereof in which the Effective Date occurs, that is provided to the Sechelt Indian Band by British Columbia in advance of the Parties entering into this Agreement.
- 1.4 Prior to entering into this Agreement, the Parties will meet for the purpose of developing an agreed upon list and determining the applicable consultation levels for the decisions on the First Annual List, using the consultation levels described in section 1.10. Meetings will occur at the Sechelt Indian Band offices.
- 1.5 In this Appendix, "Annual List" means an annual list of forestry Operational and Administrative Decisions and Operational Plans that require consultation in a fiscal year of the Agreement in which those decisions are anticipated to be made, and that will be provided to the Sechelt Indian Band by British Columbia before March 31st of each year after the First Fiscal Year of the Term.
- 1.6 For fiscal years subsequent to the First Fiscal Year of the Term, the Parties will meet bi-annually on or before March 31st to discuss the Annual List and, in the case of decisions and plans for which the Parties have not already agreed to a consultation level described in section 1.10 in a preceding fiscal year, the Parties will agree on the consultation levels that will be applicable to those Operational and Administrative Decisions and Operational Plans on the Annual List, in accordance with section 1.10.

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- 1.7 When British Columbia becomes aware of proposed types of Operational or Administrative Decisions or Operational Plans not contained in the Annual List that may have effect within the Territory of Sechelt Indian Band during the term of this Agreement, British Columbia will notify the Sechelt Indian Band of those new types of decisions or plans and the Parties will seek to agree on consultation levels that will be applicable in accordance with section 1.10.
- 1.8 In reviewing and responding to an Operational Decision, Administrative Decision, or Operational Plan submitted to them, Sechelt Indian Band will, unless otherwise agreed by the Parties, provide the party (i.e. British Columbia, a licensee or proponent) that supplied the proposed decision or plan to them, with reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities pursuant to that Operational Decision, Administrative Decision or Operational Plan within the Territory.
- 1.9 If no response is received from Sechelt Indian Band within the timeframe set out in section 1.10, then British Columbia may conclude that Sechelt Indian Band does not intend to respond or participate in the consultation process in respect of the Operational or Administrative Decision or Operational Plan and that a decision may proceed. If required, the Parties may agree to extend the consultation period.
- 1.10 The Parties agree to the following description and intent of the consultation levels:

Level	Description	Intent
1. Normal Consultation	<p>Follow a "normal" track for consultation guided by up to date consultation policy. Meetings to resolve issues where possible and make decision in a time manner.</p> <p>SECHELT ACKNOWLEDGES THAT THERE MAY BE SOME DECISIONS WHICH DO NOT REQUIRE MEETINGS BETWEEN THE PARTIES IN ORDER TO SATISFY THE DUTY TO CONSULT. SUCH CIRCUMSTANCES WILL BE IDENTIFIED BY AGREEMENT BETWEEN THE PARTIES.</p>	<p>Intent to follow this course in most circumstances. Usually a 60-90 calendar day consultation period. May involve meaningful discussion of accommodation options where appropriate. British Columbia will notify Sechelt Indian Band of the final decision.</p> <p>THE PARTIES AGREE THAT THIS TYPE OF CONSULTATION MAY BE AMENDED BY A RECONCILIATION AGREEMENT.</p>

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Level	Description	Intent
2. Deep Consultation	Use reasonable effort to inform in a timely manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where necessary. Preliminary assessments may indicate a significant impact to that interest.	Would involve meaningful discussion of suitable accommodation options and interim solutions where appropriate. May require extended timelines. British Columbia will provide Sechelt Indian Band with the final decision and rationale in writing. Required, for example, for strategic level planning decisions and resource allocation decisions.

- 1.11 The Parties may agree to adjust the consultation levels for specific circumstances where detailed aboriginal interest information is shared that would suggest a different consultation level.
- 1.12 If the Parties cannot agree upon which consultation level in section 1.10 should apply to a particular or any Operational or Administrative Decision or Operational Plan, then British Columbia will consult with Sechelt Indian Band on the basis of British Columbia's consultation procedures in effect at the time as well as the applicable case law respecting consultation obligations.

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