

# INTERIM KASKA STRATEGIC ENGAGEMENT AGREEMENT

*BETWEEN*

***Daylu Dena Council***

*as represented by the Daylu Dena Council*

***And***

***Dease River First Nation***

*as represented by the Dease River First Nation Chief and Council*

***And***

***Liard First Nation***

*as represented by the Liard First Nation Government*

*(hereinafter the “Kaska”)*

***And***

***HIS MAJESTY THE KING IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA***

*as represented by the Ministry of Indigenous Relations and Reconciliation*

*(hereinafter the “Province”)*

*(each a “Party” and collectively the “Parties”)*

## Whereas:

- A. The Kaska Nation is an Aboriginal people of Canada with Aboriginal rights and title, including an inherent right of self-government recognized and affirmed under section 35 of the *Constitution Act, 1982*, within a territory in British Columbia, Yukon, and Northwest Territories.
- B. The Kaska and the Province recognise that the Kaska have a unique culture with distinct practices, customs and traditions and a distinct system of laws and governance;
- C. The Kaska and the Province agree to work collaboratively on a government-to-government basis without prejudice to their differing views regarding sovereignty, jurisdiction, title, and ownership;
- D. The Province endorsed and committed to fully implement the United Nations Declaration on the Rights of Indigenous Peoples (“UNDRIP”) and, to that end, British Columbia enacted the Declaration on the Rights of Indigenous Peoples Act (“Declaration Act”) in 2019;
- E. UNDRIP recognises the Indigenous peoples have the right to participate in decision-making in matters which would affect their rights, through representatives chosen by themselves in accordance with their own procedures, as well as maintain and develop their own indigenous decision-making institutions;
- F. UNDRIP recognises that Indigenous peoples have the right to self-determination. By virtue of that right they freely determine their political status and freely pursue their economic, social, and cultural development;
- G. UNDRIP recognises that Indigenous peoples, in exercising their right to self-determination, have the right to autonomy or self-government in matters relating to their internal and local affairs, as well as ways and means for financing their autonomous functions;
- H. UNDRIP recognises that Indigenous peoples have the right to maintain and strengthen their distinct political, legal, economic, social, and cultural institutions, while retaining their right to participate fully, if they so choose, in the political, economic social, and cultural life of the state;
- I. UNDRIP recognizes the rights of Indigenous peoples to the lands, territories and resources which they have traditionally owned, occupied or otherwise used or acquired;
- J. UNDRIP recognises the right of indigenous peoples to own, use, develop and control the lands, territories and resources that they possess by reason of traditional ownership or other traditional occupation or use, as well as those which they have otherwise acquired;
- K. UNDRIP recognises that states shall give legal recognition and protection to these lands, territories and resources. Such recognition shall be conducted with due respect to the customs, traditions and land tenure systems of the indigenous peoples concerned;
- L. UNDRIP recognizes the right of Indigenous people to determine their own identity or membership in accordance with their customs and traditions, the right to promote, develop and maintain their institutional structures and to select the membership of their institutions in accordance with their own procedures;
- M. In September 2019, Canada, British Columbia and the First Nations Summit signed the Recognition and Reconciliation of Rights Policy for Treaty Negotiations in British Columbia (“Rights Recognition Policy”) which acknowledges the need to create new nation-to-nation relationships based on the recognition of rights, reconciliation, respect, cooperation and partnership;

- N. The Daylu Dena Council, Dease River First Nation and Kwadacha First Nation entered into an Interim Kaska Strategic Engagement Agreement the term of which expired on March 31, 2023; and the Daylu Dena Council, Dease River First Nation and Liard First Nation wish to enter into this Interim Kaska Strategic Engagement Agreement; and
- O. The Kaska, and the Province intend to negotiate a new government-to-government agreement that represents the interests of the Kaska Nation, is informed by the Province's commitments to implement UNDRIP, and will replace this interim Agreement.

**Therefore, the Parties agree as follows:**

## **1.0 Purpose**

- 1.1 This Agreement is intended to foster and build upon a positive and respectful government-to-government relationship that:
  - (a) enables the Parties to work creatively and collaboratively towards the full potential of the Declaration Act, the Rights Recognition Policy, and in applying Shared Decision Making;
  - (b) maintains the Shared Decision Framework, Fish and Wildlife Framework, Conservancies, Parks, Ecological Reserves, and Protected Areas Collaborative Management Framework, and Mines and Mining Activities Framework with the aim that these entities shall:
    - i. be efficient and effective;
    - ii. provide for the Kaska and the Province to collaboratively manage the implementation of Shared Decisions through Responses or Recommendations;
    - iii. consider all sources of knowledge, including Traditional Knowledge;
    - iv. respect and acknowledge Kaska Nation Aboriginal Rights;
    - v. support the engagement of the Kaska on a government-to-government basis by providing capacity for the Kaska;
    - vi. facilitate economic development; and
    - vii. support an integrated management approach to lands, water and resources in the Kaska Nation Traditional Territory.
  - (c) achieves meaningful engagement as a shared understanding of the Kaska and the Province's respective interests and leads to more informed decisions; and
  - (d) creates opportunities for the Kaska and the Province to collaborate on the facilitation of economic development including the possibility of resource revenue benefit sharing agreements or other similar agreements to be negotiated with Provincial Agencies.

## **2.0 Scope**

- 2.1 This Agreement applies to the Kaska Nation Traditional Territory within British Columbia as shown on Map 1 in Appendix A.
- 2.2 This Agreement applies to the Provincial Agencies listed in Appendix B that are responsible for Shared Decisions in Appendices C, E and F, and does not apply to Non-Participatory Provincial Agencies.

## 3.0 Shared Decision Framework

- 3.1 The Shared Decision Framework will be the means through which the Provincial Agencies and the Kaska will engage when an Application is being considered.
- 3.2 The Shared Decision Framework is composed of:
- (a) a process for interaction between the Parties, as described in sections 1 to 6 of Appendix C, where Applications follow the procedure of one of: Shared Decision Level “information available upon request”, Shared Decision Levels 1 to 4, or Strategic Shared Decision;
  - (b) the Natural Resources Council, including the Shared Decision Working Group, as described in section 5 of this Agreement;
  - (c) the Spatial Reference Layer as described in Appendix D; and
  - (d) the Shared Decision Matrix as described in section 7 of Appendix C.
- 3.2.1 The Parties acknowledge that LFN Government had no role in developing the Spatial Reference Layer as described and defined in this Agreement and will be using the year ahead to review and consider its use and efficacy.
- 3.3 The Kaska and the Province accept that a Shared Decision has been made when:
- (a) the Parties have followed the appropriate process described in Appendix C; and
  - (b) the Provincial Agency has made a decision in serious consideration of the Recommendation and other available information.
- 3.4 The Kaska acknowledge that this Agreement will constitute the means by which Provincial Agencies carry out the Province’s duty to meaningfully consult and, where appropriate, accommodate the Kaska with respect to Applications and Strategic Shared Decisions within the scope of this Agreement.

## 4.0 Collaborative Management Frameworks and Working Groups

- 4.1 The Kaska and the Province will use the Fish and Wildlife Collaborative Management Framework as described in Appendix E when engaging on fish and wildlife issues that are outside the scope of the Shared Decision Framework and may use the Fish and Wildlife Collaborative Framework when implementing Shared Decisions on fish and wildlife issues.
- 4.2 The Kaska and the Province will use the Conservancies, Parks, Ecological Reserves, and Protected Areas Collaborative Management Framework as described in Appendix F when engaging on conservancy, park and protected area management issues that are outside the scope of the Shared Decision Framework and may use the Conservancies, Parks, Ecological Reserves, and Protected Areas Collaborative Management Framework when implementing Shared Decisions on conservancy, park and protected area management issues.
- 4.3 The Kaska and the Province will use the Mines and Mining Activities Collaborative Management Framework as described in Appendix G when engaging on mineral or coal exploration, sand and gravel quarries, placer mining or mine development issues that are outside the scope of the Shared Decision Framework and may use the Mines and Mining Activities Collaborative Management Framework when implementing Shared Decisions on mines and mining activities.

- 4.4 The Kaska and the Province may create other working groups to examine issues related to natural resources that are either: outside of the scope of the Shared Decision Framework or that arise in the course of an Application requiring additional consideration, as described in sections 5.2 (c). Parties will work together to seek external sources of funding, where possible to support working group activities. Unless otherwise agreed, each Party shall bear their own costs for participating on these working groups.

## 5.0 Roles and Responsibilities

- 5.1 The Responsible Officials will:

- (a) provide executive guidance to the Natural Resources Council;
- (b) appoint a Co-Chair for the Natural Resource Council and coordinator from their respective Party;
- (c) approve amendments to the operational guidelines for the Natural Resources Council;
- (d) amend the Reference Guide, and the Implementation Plan, as described in section 14 of this Agreement;
- (e) receive the annual implementation report;
- (f) approve amendments consistent with section 15 of this Agreement;
- (g) administer the dispute resolution process consistent with section 16 of this Agreement; and
- (h) undertake other responsibilities to assist in the implementation of this Agreement; and
- (i) in the case of the reorganization of a Participatory Agency into a new ministry, the Provincial Responsible Official will, as soon as is practicable, notify the Kaska Responsible Official and the Natural Resources Council whether that ministry is to be considered a Provincial Agency under this Agreement, and will direct the Co-Chairs to amend this agreement, if necessary.

- 5.2 The Co-Chairs of the Natural Resources Council will:

- (a) organize and jointly chair the Natural Resources Council meetings;
- (b) establish Shared Decision Working Groups as described in Appendix C;
- (c) establish other working groups as required, including approving the proposed terms of reference for those working groups, and approving the membership of that working group;
- (d) amend the operational guidelines for the Shared Decision Working Groups, Fish and Wildlife Working Group, and the Mineral Working Group, as required;
- (e) approve the annual implementation report and submit the approved report to the Responsible Officials;
- (f) make Recommendations under Shared Decision Level 2, Shared Decision Level 3, Shared Decision Level 4 and Strategic Shared Decisions as described in Appendix C, as required;

- (g) review the 60 Business Day timeline under Shared Decision Level 4 and agree to an extension of time if extenuating circumstances exist as described in Appendix C;
- (h) approve the workplan developed by the Shared Decision Working Group under Strategic Shared Decisions as described in Appendix C;
- (i) engage with Non-Participatory Provincial Agencies as described in section 8 of this Agreement; and
- (j) ensure the funding and annual reporting requirements as described in section 13 of this Agreement are achieved.

5.3 The Natural Resources Council will:

- (a) from time to time review the operational guidelines for the Natural Resources Council, and operate in accordance with those guidelines;
- (b) provide input regarding the operational guidelines developed under Appendices E, F, G and the Shared Decision Working Groups;
- (c) make Recommendations under Shared Decision Level 4 and Strategic Shared Decisions as described in Appendix C, as required;
- (d) from time to time assess the Shared Decision Framework, and suggest improvements to encourage collaboration, effectiveness and efficiency;
- (e) provide input into Fish and Wildlife management priorities and make Recommendations as described in Appendix E, as required; and
- (f) provide input into Conservancies, Parks, Ecological Reserves, and Protected Areas management priorities and may provide input into Recommendations as described in Appendix F, as required; and
- (g) provide input into Mines and Mining Activities priorities and may provide input into Recommendations, as described in Appendix G.

5.4 The Kaska Regional Coordinator and Provincial Coordinator will:

- (a) for the purposes of determining Business Days, annually prepare a schedule of dates when the Kaska offices will be closed;
- (b) notify the Co-Chairs as soon as practicable when non-scheduled closures occur;
- (c) discuss and record in writing Confidential Information requirements as described in section 9 of this Agreement; and
- (d) collaboratively draft the annual implementation report; and
- (e) provide advice and guidance with regards to the implementation of the Shared Decision Framework in Appendix C, particularly:
  - (i) processing written requests for information for decisions made under the Shared Decision Matrix level 'information available upon request'; and

- (ii) acting as the liaison between the Kaska Regional Coordinator and the Provincial Agency and the Co-Chairs, as needed.

## **6.0 Existing and Other Land, Water, and Resource Agreements**

- 6.1 The Kaska and the Province may incorporate the Strategic Land Use Planning Agreement, the Muskwa Kechika Letter of Understanding, the Dease Liard Sustainable Resource Management Plan, the North Liard Land Use Plan and Kwadacha Nation Land Use Plan into the implementation of the Shared Decision Framework under this Agreement.
- 6.2 Where the Kaska and the Province agree, other lands, water and resource agreements negotiated between the Parties should utilise those sections within this Agreement that may be applicable to that agreement.
- 6.3 The Parties acknowledge that LFN Government has minimal working knowledge of the agreements and plans mentioned in subsection 6.1 and that this Agreement is intended to provide an opportunity for the development of shared understanding. Nothing in subsection 6.2 is intended or will waive or modify the decision-making powers of the LFN Government.

## **7.0 Linkages to Reconciliation**

- 7.1 The Parties acknowledge that the government-to-government relationship described in this Agreement is intended to develop capacity and improve relationships.

## **8.0 Non-Participatory Provincial Agencies**

- 8.1 The Parties acknowledge that Non-Participatory Provincial Agencies have consultation processes that are outside of this Agreement, and this Agreement does not create, alter or diminish their consultation or accommodation obligations.
- 8.2 With respect to a proposed initiative or resource development project that has the potential to have impacts on Kaska Nation Aboriginal Rights, a Co-Chair will inform the other Co-Chair on becoming aware of a regulatory or consultation process, or both, initiated by a Non-Participatory Provincial Agency.
- 8.3 The Co-Chairs will meet to discuss the proposal identified in Section 8.2 and may agree to invite representatives of the Non-Participatory Provincial Agency to meet with the Natural Resources Council to introduce the proposal.
- 8.4 Where a Non-Participatory Provincial Agency chooses to meet with the Natural Resources Council under section 8.3 of this Agreement and that agency chooses to engage with the Kaska using the Shared Decision Framework, the Co-Chairs will work with that agency to co-ordinate a process for engagement.
- 8.5 Where a Non-Participatory Provincial Agency chooses not to meet with the Natural Resources Council under section 8.3 of this Agreement, the Parties acknowledge that the Non-Participatory Provincial Agencies consultation processes that are outside of this Agreement will continue.
- 8.6 Upon a written request of a Non-Participatory Provincial Agency, the Parties may negotiate an amendment to this Agreement to enable that Non-Participatory Provincial Agency to become a signatory to this Agreement.

## 9.0 Information Sharing and Confidentiality

- 9.1 The Parties seek to support Shared Decision Making in the Kaska Nation Traditional Territory in British Columbia by sharing relevant knowledge and information.
- 9.2 When the Kaska Regional Coordinator shares information with the Co-Chairs for the purposes of this Agreement and that information is identified in writing as Confidential Information the Co-Chairs, or delegates, will discuss and record in writing:
- (a) the permitted and prohibited uses, security, level of sensitivity and interpretation of such information;
  - (a) the terms, if any, under which it may be reproduced or shared in whole or in part with another party or parties; and
  - (b) a Recommendation to be provided to the head of a public body if a request for access to that Confidential Information is received under the *Freedom of Information and Protection of Privacy Act*.
- 9.3 The Parties acknowledge that when Kaska shares information it specifically identifies to the Province as Traditional Knowledge, and further identifies the Traditional Knowledge as Confidential Information, such information's subsequent disclosure to any other party requesting such information under the *Freedom of Information and Protection of Privacy Act* could:
- (a) be reasonably expected to harm the relations between the Province and the Kaska as an Indigenous government, or
  - (b) result in damage to or interfere with the conservation of:
    - i. cultural sites and sacred sites;
    - ii. fossil sites, natural sites or sites that have an anthropological or heritage value;
    - iii. an endangered, threatened, or vulnerable species, subspecies or race of plants, vertebrates, or invertebrates; and/or
    - iv. any other rare or endangered living resources;
- and as such, a head of a public body (as defined in the *Freedom of Information and Protection of Privacy Act*) will reasonably exercise his or her discretion to either sever the Confidential Information or disclose the Confidential Information under the authority set out in the *Freedom of Information and Protection of Privacy Act*.
- 9.4 When the Province shares information with the Kaska or the Dena Kayeh Institute for the purposes of this Agreement and that information is identified in writing as Confidential Information:
- (a) the Provincial Agency will forward the information to the Co-Chairs;
  - (b) the Co-Chairs, or delegates, will discuss and record in writing:
    - i. the use, security, level of sensitivity and interpretation of such information; and
    - ii. the terms under which it may be reproduced or shared in whole or in part with any other party; and
  - (c) Kaska and the Dena Kayeh Institute will not disclose such information to any other party.

## 10.0 Other First Nations

- 10.1 Nothing in this Agreement prevents Kaska from engaging in discussions with neighbouring First Nations to inform the deliberations at the Natural Resources Council with regard to lands, water and resources.
- 10.2 The Province has a duty to consult with First Nations. The Province will work with the Kaska through this Agreement and will continue to consult with other First Nations as appropriate.

## 11.0 Ross River Dena Council

- 11.1 Upon a written request of the Ross River Dena Council, the Parties may negotiate an amendment to this Agreement to enable that First Nation to become a signatory to this Agreement.

## 12.0 Resource Revenue and Benefit Sharing

- 12.1 Where supported by mandates and policies, the Kaska and the Province will identify and make best efforts to negotiate socio-economic opportunities or resource revenue sharing agreements, or both, for resource development activities occurring within Kaska Nation Traditional Territory. These agreements may include:
- (a) forest and range agreements;
  - (b) oil and gas agreements;
  - (c) mining agreements;
  - (d) a carbon offset agreement
  - (e) enhanced opportunities to acquire commercial recreation tenures both within and outside Conservancies, Parks and Protected Areas;
  - (f) energy agreements;
  - (g) water use and rights agreements; and
  - (h) interim or pre-treaty agreements that move Kaska and the Province towards a treaty settlement or other long term settlement.

## 13.0 Funding and Reporting

- 13.1 Subject to Dena Kayeh Institute acceptance of the applicable terms, conditions and obligations set out in Schedule J to implement this Agreement, the Province will provide the Dena Kayeh Institute with an amount not to exceed \$125,000.00 as follows:
- (a) A payment of \$125,000 within thirty (30) days of the Effective Date of this Agreement; and
  - (b) payments as described in section 1.0 of Appendix H.

- 13.2 The Province will provide to the Daylu Dena Council, Dease River First Nation and Liard First Nation with an amount as follows:

- (a) A payment of \$75,000 to the Daylu Dena Council, within thirty (30) days of the Effective Date of this Agreement;
  - (b) A payment of \$75,000 to the Dease River First Nation, within thirty (30) days of the Effective Date of this Agreement; and
  - (c) A payment of \$75,000.00 to the Liard First Nation, within thirty (30) days of the Effective Date of this Agreement.
- 13.3 Annual payments described in sections 13.1 and 13.2 of this Agreement will be released by the Province to each of the Dena Kayeh Institute, the Daylu Dena Council, the Dease River First Nation, and the Liard First Nation on receipt of an annual report described in section 2.1 of Appendix H.
- 13.4 The Dena Kayeh Institute and Kaska will ensure that the annual report referred to in subsection 13.3 of this Agreement is submitted to the Province at least 30 days prior to the next scheduled payment.
- 13.5 Each year the Dena Kayeh Institute and Kaska will ensure that the report referred to in subsection 13.3 of this Agreement is posted on a public internet site in a manner that will make it reasonably available. If, due to technical limitations, the Dena Kayeh Institute and Kaska are unable to make the report available in this manner, the Province may assist in the public dissemination of the report.
- 13.6 If the Kaska and the Province enter into an agreement referred to in subsection 12.1 of this Agreement, the Kaska and the Province will negotiate the funds from those agreements to be used to support this Agreement.
- 13.7 The Kaska or the Dena Kayeh Institute will not submit permit-based fee-for-service requests to Applicants associated with Provincial Agencies or to Provincial Agencies.
- 13.8 Funding provided under section 13.1 and 13.2 of this Agreement is not intended to support Non-Participatory Provincial Agency processes for consultation and accommodation with the Kaska, except for those processes described in sections 8.3 and 8.4 of this Agreement.
- 13.9 Notwithstanding any other provision of this Agreement, the payments to be provided by the Province to the Dena Kayeh Institute under section 13.1 and each of the Daylu Dena Council, Dease River First Nation and Liard First Nation under section 13.2 are subject to:
- (a) there being a sufficient appropriation, as defined in the *Financial Administration Act*, for the fiscal year in which the payment becomes due to enable the Province to make such payment; and
  - (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment.

## 14.0 Implementation and Evaluation

- 14.1 Should the position of Responsible Official or Co-Chair for Kaska or the Province be vacated, that Party must ensure that another is appointed within twenty (20) Business Days.
- 14.2 During the term of this Agreement, the Natural Resource Council will review the Reference Guide and Implementation Plan.

14.3 The Natural Resources Council will, within 6 months of the Effective Date, consider how to assess the effectiveness of the Shared Decision Framework, including how often such assessment will occur and how the results of the assessment will be reported on.

## 15 Amendment

- 15.1 The Parties view this Agreement as an adaptive document which may be amended with joint concurrence to take full advantage of emerging legislative or policy opportunities.
- 15.2 Except in the case of proposed amendments of a significant nature referred to subsection 15.3 of this Agreement, the process for amending this Agreement is as follows:
- (a) the Responsible Officials must exchange any proposed amendment to this Agreement in writing;
  - (b) the Responsible Officials will inform the Natural Resources Council of the proposed amendment;
  - (c) the Responsible Officials can agree to amend this Agreement in writing;
  - (d) the Responsible Officials will inform the Natural Resources Council of the approved amendment; and
  - (e) the Co-Chairs will inform their respective Parties of the amendment.
- 15.3 A proposed amendment will be considered to be of a significant nature if it includes potential changes to any of the following:
- (a) the Parties;
  - (b) the Kaska Nation Traditional Territory as depicted in Appendix A;
  - (c) section 13 (Funding and Reporting) of this Agreement;
  - (d) section 17 (Term and Termination) of this Agreement;
  - (e) section 18 (General Provisions) of this Agreement; and
  - (f) other matters that the Responsible Officials agree are of a significant nature;
- and are subject to the amendment process set out in subsection 15.4 of this Agreement.
- 15.4 The amendment process for a significant amendment described in subsection 15.3 of this Agreement is as follows:
- (a) the Responsible Officials must jointly develop a proposed amendment and inform the Natural Resources Council of the proposed amendment;
  - (b) the Provincial Responsible Official must present the proposed amendment to the Minister of Indigenous Relations and Reconciliation and the Kaska Responsible Official must present the proposed amendment to the Chiefs of each signatory Kaska party;
  - (c) the Minister of Indigenous Relations and Reconciliation, on behalf of the Province, and each Chief, on behalf of Kaska, may agree to the proposed amendment, in writing, on behalf of their respective Parties; and

- (d) the Natural Resources Council will be informed of the approved amendment; and
- (e) the Co-Chairs will inform their respective Parties of the amendment.

## **16 Dispute Resolution**

- 16.1 This section applies to disputes arising out of the implementation or interpretation of this Agreement.
- 16.2 The Kaska and the Province recognize that the successful implementation of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them, and they will endeavour to resolve such differences in a manner that fosters an improved, ongoing and respectful government-to-government relationship.
- 16.3 If the Kaska and the Province are unable to reach an agreement or resolve a dispute respecting the implementation or interpretation of this Agreement, either Party may forward the issue to both Responsible Officials for direction or assistance.
- 16.4 If an issue for dispute resolution has been forwarded to both Responsible Officials, the Responsible Officials will either redirect or recommend another form of dispute resolution within 10 Business Days of its receipt, or will take responsibility for the resolution of the dispute, which shall be resolved in a timely fashion.
- 16.5 Any costs incurred through dispute resolution will be shared equally by the Kaska and the Province.

## **17 Term and Termination**

- 17.1 This Agreement takes effect on the Effective Date of this Agreement.
- 17.2 The term of this Agreement ends on March 31, 2024.
- 17.3 Upon signing of this agreement, the parties will begin to negotiate and attempt to reach agreement on a new government to government agreement to replace this Strategic Engagement Agreement before the expiry of the Term of this Agreement.
- 17.4 If the Kaska or the Province agree that they are unable to enter into a subsequent Strategic Engagement Agreement before the expiry of this Agreement, the Responsible Officials may request to the Parties, in writing, that the terms of this Agreement including funding be extended to allow the Parties time to conclude and ratify a subsequent Strategic Engagement Agreement. This extension shall not exceed one year past the expiry date of this Agreement, unless otherwise agree to in writing by the Parties.
- 17.5 Either the Kaska or the Province may terminate this Agreement by giving the other Party at least 60 Business Days advance written notice of the intent to terminate this Agreement, the date of termination and the reasons for terminating this Agreement.
- 17.6 The Daylu Dena Council, Dease River First Nation and/or Liard First Nation may withdraw from this Agreement by giving 60 Business Days written notice to the Province stating the reasons for the withdrawal.
- 17.7 Where either the Daylu Dena Council, Dease River First Nation and/or Liard First Nation provide notice under subsection 17.6, such notice will serve as grounds for and be notice of termination of this Agreement under subsection 17.4, unless, prior to expiry of the 60 Business Day notice

period, the Parties otherwise agree to amend the Agreement in accordance with subsection 15.3.

17.8 In the event this Agreement is terminated:

- (a) the Provincial Responsible Official will inform the Provincial Agencies that the Shared Decision Framework ceases as of the date of termination and from that time forward cannot be relied upon to fulfil the Province's obligation to consult with Kaska;
- (b) subsections 9.2, 9.3 and 9.4 of this Agreement relating to Confidentiality and Freedom of Information survive the termination of this Agreement; and
- (c) the sections of the applicable agreements referred to in subsection 6.1 of this Agreement will remain in effect as if they were not superseded by this Agreement.

17.9 If Kaska or the Province terminates this Agreement, the Daylu Dena Council, the Dease River First Nation and the Liard First Nation will pay to the Province any and all unspent funds provided by the Province under this Agreement.

17.10 If Kaska or the Province terminates this Agreement, the Parties agree that the common law duty to consult and accommodate applies in an unprejudiced manner.

## **18 General Provisions**

18.1 This Agreement shall be interpreted in accordance with the laws of British Columbia and Canada.

18.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

18.3 This Agreement is not intended to:

- (a) create, amend, define, abrogate or derogate from any Aboriginal Rights;
- (b) change or affect the position any Party has, or may have, regarding its jurisdiction, responsibilities or decision-making authority or be interpreted in a manner that would affect or unlawfully interfere with that decision making authority;
- (c) limit the position any Party may take in any legal or administrative proceedings or in any discussions, treaty negotiations, other negotiations, or discussions in any other forum;
- (d) constitute any admission of fact or liability; or
- (e) affect any existing authorization or tenure issued by the Province.

18.4 The Parties acknowledge that there is an outstanding issue concerning who represents the Kaska Nation members living in British Columbia (Representation Issue). In the interim while the Kaska Nation is self-determining governance matters, this Agreement will serve as a means to engage with the Kaska, as provided for in this Agreement. This Agreement and its implementation:

- (a) is without prejudice to the positions that any member of the Daylu Dena Council, the Dease River First Nation, the Liard First Nation, the Ross River Dena Council or may currently have, or may take, with respect to the Representation Issue; and

- (b) does not, and is not intended to, recognize, authorize, or confirm any position of any Party concerning the Representation Issue.
- 18.5 Nothing in this Agreement precludes Kaska from continuing to negotiate and implement agreements with Applicants.
- 18.6 Nothing in this Agreement limits the ability of the Parties to respond to emergency circumstances.
- 18.7 The Parties may agree to hold meetings in person or via conference call, video conference or other electronic means.
- 18.8 The Parties agree that in order to allow for creative discussion of land and resource matters, they may jointly agree to undertake specific discussions on a “without prejudice” basis. When such discussions take place, they will specifically be recorded as having occurred on a “without prejudice” basis.
- 18.9 This Agreement may be executed in counterparts.
- 18.10 This Agreement and any amendments to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement, unless otherwise agreed in writing by the Parties.
- 18.11 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.
- 18.12 If any part of this Agreement is declared or held invalid, the invalidity of that part will not affect the validity of the remainder of this Agreement which will remain in full force and effect.
- 18.13 If any part of this Agreement is declared or held invalid, the Parties agree to negotiate and attempt to reach agreement on a replacement for that part with a view to achieving the intent of the Parties as expressed in this Agreement and if no agreement is reached, the Parties may agree to refer the matter to an agreed-to dispute resolution process.
- 18.14 All headings in this Agreement are for convenience only, do not form a part of this Agreement and are not intended to interpret or explain the scope, extent or intent of this Agreement or any of its provisions.
- 18.15 In this Agreement, words in the singular include the plural, and words in the plural include the singular unless the context otherwise requires.
- 18.16 The use of the word “including” does not limit the generality of the preceding term or phrase.
- 18.17 In this Agreement, a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for it or in replacement of it.
- 18.18 No term, condition, covenant or other provision of this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 18.19 All references in this Agreement to a specific “section”, “subsection” or other subdivision or to an Appendix are to the section, subsection or other subdivision of, or Appendix to, this Agreement.
- 18.20 This Agreement will ensure to the benefit of and be binding upon the Parties and their respective successors and assigns.

18.21 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by either Party.

18.22 Where this Agreement contains a reference to a number of days between two events, in calculating the number of days, the day on which the first event happens is excluded and the day on which the second event happens is included.

18.23 The Parties will provide each other with a reasonable opportunity to review communications regarding this Agreement prior to making them publicly available.

18.24 The following Appendices are attached to and form part of this Agreement:

- (a) Appendix A – Kaska Nation Traditional Territory in British Columbia;
- (b) Appendix B – Provincial Agencies;
- (c) Appendix C – Shared Decision Framework;
- (d) Appendix D – Spatial Reference Layer;
- (e) Appendix E – Fish and Wildlife Collaborative Management Framework;
- (f) Appendix F – Conservancies, Parks, and Protected Areas Collaborative Management Framework;
- (g) Appendix G – Mines and Mining Activities Collaborative Management Framework;
- (h) Appendix H – Funding and Reporting;
- (i) Appendix I – Band Council Resolutions and Letter of Support; and
- (j) Appendix J – Dena Kayeh Institute Acceptance of Terms, Conditions and Obligations.

## **19 Designated Entity**

19.1 Kaska designate the Dena Kayeh Institute as the entity that will, on their behalf:

- (a) receive funds described in section 13.1, for which it will be solely responsible for accounting;
- (b) facilitate engagement between the Provincial Agencies and the Kaska in accordance with section 3 Shared Decision Framework, and section 4 Collaborative Management Frameworks and Working Groups; and
- (c) receive and refer Applications and assist the Kaska in responding to the Province in accordance with this Agreement.

19.2 The funds under subsection 13.2 will be paid directly to Dease River First Nation, Liard First Nation, and Daylu Dena Council.

19.3 The Dena Kayeh Institute acceptance of the terms, conditions and obligations of this Agreement is set out in Appendix J.

## 20 Definitions

20.2 In this Agreement:

**“Aboriginal Rights”** means aboriginal rights, including aboriginal title, as recognized and affirmed by section 35 (1) of the *Constitution Act, 1982*.

**“Agreement”** means this Strategic Engagement Agreement including its Appendices;

**“Applicant”** means any person, corporation, society, entity or agency, including the Province and any agent of the Province that makes or is planning to make an Application;

**“Application”** means a request for an approval submitted to a Provincial Agency on or after the Effective Date, for an authorization, license or permit that:

- (a) relates to or impacts lands, water and resources within the Kaska Nation Traditional Territory in British Columbia; and
- (b) proposes activities that may adversely impact Kaska Nation’s Aboriginal Rights and Title;

and includes the application document, any materials for amendment, renewal or replacement of an existing authorization, license or permit, and all supporting material that is submitted by the Applicant;

**“Application Package”** means a package provided to the Kaska Regional Coordinator which is considered complete once the following information is provided:

- (a) the project or activity name;
- (b) the name of the Applicant;
- (c) relevant tracking numbers;
- (d) the Provincial Agency’s initial assessment of the appropriate Shared Decision Level in consideration of the Spatial Reference Layer;
- (e) where available to the Provincial Agency, relevant background information on the Application and a description of current activities and any known plans associated with the Application;
- (f) where available to the Provincial Agency, comments on or assessments of the Application made by other government agencies;
- (g) a description of the proposed activities and authorizations required;
- (h) either a digital survey plan with a GIS compatible digital file, as available, of the proposed activity or both an overview map (1:250,000) and a site specific map (1:5,000 to 1:20,000) identifying the location and details of the activity; and
- (i) a contact name, phone number and email address for the Provincial Agency contact.

**“Business Day”** means any day other than Saturday, Sunday, National Aboriginal Day, all British Columbia or Canadian statutory holidays, and days where Kaska offices are closed due to cultural practices as described in subsection 6.4 of this Agreement;

**“Co-Chairs”** means those individuals, including alternates, appointed to the role of co-chairs of the Natural Resource Council by the Responsible Officials in subsection 5.1(b) of this Agreement;

**“Collaborative Management Frameworks”** mean the government-to-government working group relationship as set out in section 5 of this Agreement;

**“Confidential Information”** means information identified as and considered to be confidential by the Party providing the information and does not include information that is in the public domain;

**“Cultural Heritage Resource”** means an object, a site or the location of a traditional societal practice that is of historical, cultural or archaeological significance;

**“Daylu Dena Council”** means the elected Deputy Chief and two Councillors elected as part of the Liard First Nation living in Kaska traditional territory in British Columbia pursuant to the Regulations for the Conduct of Election for Chief and Council of the Liard First Nation, dated September 2007;

**“Dease Liard Sustainable Resource Management Plan”** or “Dease Liard SRMP” is an approved land use plan collaboratively developed and approved by the Province and the Kaska;

**“Dena Kayeh Institute”** means the society incorporated under the *Societies Act* that is authorized by the Kaska to receive and manage funds, receive and refer Applications, assist the Kaska to respond to the Province, provide reports, all in accordance with this Agreement; **“Effective Date”** means the date on which the last of the signatories has signed this Agreement;

**“Gu Cha Duga”** means, “for the grandchildren” in a Kaska Dena dialect. This name describes areas within the Kaska Nation’s traditional territory that have a large concentration and diversity of cultural sites, sacred areas and wildlife, and are of current and historical importance to the Kaska Dena to maintain their way of life;

**“Implementation Plan”** means the plan for how the Parties will meet the implementation commitments in this Agreement and described in the Reference Guide;

**“Kaska Nation”** means the collective who possess Aboriginal Rights and Title of the Kaska Dena;

**“Kaska”** means the Daylu Dena Council, Dease River First Nation, and the Liard First Nation, who are part of the collective who possess Aboriginal Rights and Title of the Kaska Nation;

**“Kaska Regional Coordinator”** means the individual appointed to this role by the Kaska with the responsibilities as set out in section 6.4;

**“Kaska Responsible Official”** means the official appointed to this role by the Kaska including alternates and his or her successors;

**“Kaska Nation Traditional Territory”** means the geographic area that falls within the Province of British Columbia and is set out in Map 1 of Appendix A;

**“Lands and Resources Officers or ‘LRO’”** means the community-based representatives appointed by each of the Dease River First Nation, Daylu Dena Council and the Liard First Nation, that:

- (a) report to the Kaska Regional Coordinator;

- (b) represent the interests of their respective communities' lands and resource issues;  
and
- (c) may communicate with Provincial Agencies on an as needed basis, as long as such communication is shared with the Kaska Regional Coordinator;

**"LFN Government"** means the council of the whole which includes the elected Chief and Deputy Chief and all of the Councillors elected pursuant to the Regulations for the Conduct of Election for Chief and Council of the Liard First Nation, dated September 2007; "Muskwa Kechika Letter of Understanding" or "MK LOU" means the agreement entitled "Letter of Understanding" between the Province and the Kaska Dena Council that is specific to the Muskwa Kechika Management Area;

**"Natural Resources Council"** means the government-to-government forum under subsection 6.1(a) of this Agreement;

**"Non-Participatory Provincial Agency"** means a provincial ministry, division, branch, agency or office that is not subject to the terms of this Agreement. For greater certainty, the Environmental Assessment Office and the Oil and Gas Commission are Non-Participatory Provincial Agencies;

**"Provincial Agency"** means a provincial ministry that is listed in Appendix B, including its divisions, branches, agencies or offices, but excluding any Non-Participatory Provincial Agency, that is subject to the terms of this Agreement. In the case of a reorganization of a Provincial Agency where responsibilities for decisions related to this Agreement are transferred to a Non-Participatory Provincial Agency, the original Provincial Agency and the Non-Participatory Provincial Agency receiving those responsibilities will be presumed to be Provincial Agencies until otherwise identified by the Provincial Responsible Official;

**"Provincial Coordinator"** means the individual appointed to this role by the Provincial Responsible Official with the responsibilities as set out in section 6.4;

**"Provincial Responsible Official"** means the Regional Executive Director of the North Area, of the Ministry of Indigenous Relations and Reconciliation's Negotiation and Regional Operations Division, or a person with similar authority in another Provincial Agency, including alternates and his or her successors;

**"Recommendation"** means a proposed course of action provided by the Natural Resources Council or Co-Chairs to a Provincial Agency resulting from the process described in Appendices C, E, F or G. Recommendations can be submitted jointly or separately in the case of dissenting recommendations;

**"Reference Guide"** means the operational guidance document supporting this Agreement which the Provincial Coordinator and the Kaska Regional Coordinator will jointly update within 6 months of the Execution Date;

**"Responsible Officials"** mean the Kaska Responsible Official and the Provincial Responsible Official;

**"Response"** means information provided, in writing, by the Kaska or the Dena Kayeh Institute on their behalf, to a Provincial Agency which:

- (a) provides a description of the Kaska Nation Aboriginal Rights, that may be potentially impacted and how they may be potentially impacted by the proposed activities;
- (b) may provide an interest-based rationale for how the proposed activities may potentially impact lands, water, or resources in the Kaska Nation Traditional Territory;

- (c) may provide a Kaska interpretation of how the proposed activities may conflict with provincial standards, guidelines, policy, or legislation & regulations; and
- (d) with respect to the proposed activities, may provide:
  - i. proposed options for addressing (a)-(c); and
  - ii. a request and rationale for further engagement, where an increase has not previously occurred as a result of applying subsection 1.2 (d) of Appendix C;

**“Shared Decision Framework”** means the Shared Decision process as described in Appendix C;

**“Shared Decision”** means the outcome of the process described in subsection 4.3 of this Agreement;

**“Shared Decision Level”** means the levels assigned to the types of decisions as described in the Shared Decision Matrix of Appendix C;

**“Shared Decision Making”** means the approach by which the Kaska and the Province will utilize their respective applicable laws, policies, customs, traditions, or responsibilities to:

- (a) engage in the development and implementation of the Shared Decision Framework;
- (b) work together to realise shared goals; and
- (c) collaboratively manage the implementation of the Shared Decisions on lands, water and resources through Responses or Recommendations incorporated into Shared Decisions or Strategic Shared Decisions;

**“Shared Decision Matrix”** means the tool used to assign the appropriate Shared Decision Level as identified in section 8.1 of Appendix C;

**“Shared Decision Working Group”** means a working group formed by the Natural Resources Council as described in section 6.2(b) of this Agreement;

**“Strategic Land Use Planning Agreement”** or **“SLUPA”** means the agreement so titled that was signed by the Kaska, represented by the Kaska Dena Council, and the Province on August 12, 2012 and dealing with land use planning and management activities that concerns the implementation of sustainable resource management plans, land use plans and any other land use management concerns;

**“Spatial Reference Layer”** means Map 1 of Appendix D that provides guidance to the Kaska and the Province in determining the appropriate Shared Decision Level required for consideration of proposed activities;

**“Strategic Shared Decision”** means the activities under the “strategic” column of the Shared Decision Matrix, regarding the use of lands, water and resources in accordance with Appendix C; and

**“Traditional Knowledge”** includes, but is not limited to, Kaska ecological, cultural, geographic, agricultural, scientific, medicinal, biodiversity, and heritage knowledge related to Kaska customs, practices, and traditions that is continuously communicated by generations of Kaska.

## 21 Notice

21.2 Where in this Agreement any notice is required to be given by any of the Parties, it will be made in writing and it will be effectively given by:

- (a) delivery to the address of the Party set out in this Agreement, on the date of delivery;
- (b) mail to the address of the Party set out in this Agreement, on the date mail is delivered; or
- (c) electronic mail (email) to the email address of the individual identified by each Party to receive email notices under this Agreement, on the date the email is sent.

21.3 The preferred method of notice between the Parties is email.

21.4 The address, facsimile numbers and email addresses of the Parties are as follows:

**Daylu Dena Council:**

ddclro@northwestel.net

PO Box 10, Lower Post BC, V0C 1W0

**Dease River First Nation:**

drfn.chief@gmail.com

PO Box 79, Good Hope Lake BC, V0C 2Z0

**Liard First Nation:**

travis.stewart@liardfirstnation.ca

P.O. Box 328, Watson Lake, YT, Y0A 1C0

**The Province:**

MIRRskeena@gov.bc.ca

Ministry of Indigenous Relations and Reconciliation, 1011 - 4th Avenue, Prince George BC, V2L 3H9

## 22 Representations and Warranties

22.2 The Province represents and warrants to the Kaska, that it has the authority to enter into this Agreement and to carry out its obligations in accordance with the terms of this Agreement and this Agreement is a valid and binding obligation of the Province.

22.3 Dease River First Nation has provided a true or certified copy of a Band Council Resolution approving this Agreement and Liard First Nation has provided a true and certified copy of a Resolution of the LFN Government approving this Agreement on behalf of LFN and Daylu Dena Council. These Band Council Resolutions are included in Appendix I and form part of this Agreement.

*(The rest of this page is intentionally left blank)*

## 23 Signatures

23.1 This agreement may be entered into by each Party signing a separate copy of this agreement (including a photocopy or facsimile copy) and delivering it to the other Party by electronic transmission.

Signed on this 8 day of September 2023

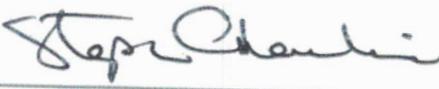
ON BEHALF OF KASKA, as represented by:

  
\_\_\_\_\_  
Chief Myles Manygreyhorses  
Dease River First Nation

  
\_\_\_\_\_  
Witness

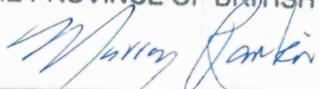
  
\_\_\_\_\_  
Deputy Chief Harlan Schilling  
Daylu Dena Council

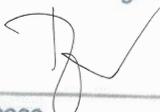
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Chief Stephen Charlie  
Liard First Nation

  
\_\_\_\_\_  
Witness

Signed on this 17 day of October 2023 ON BEHALF OF HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by:

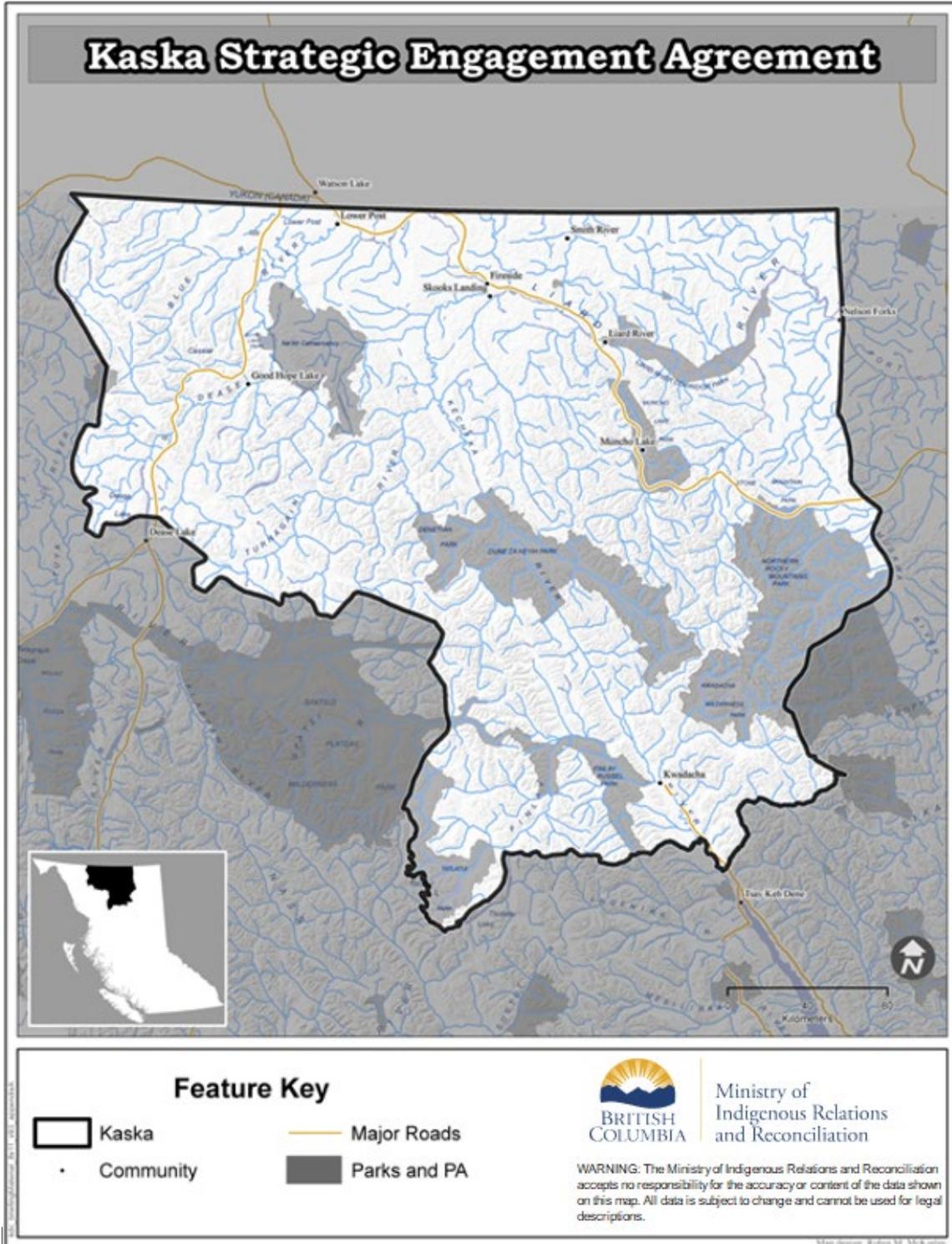
  
\_\_\_\_\_  
Honourable Murray Rankin  
Minister of Indigenous Relations and Reconciliation

  
\_\_\_\_\_  
Witness

# APPENDIX A

## KASKA NATION TRADITIONAL TERRITORY IN BRITISH COLUMBIA

### 1.0 Map 1 - Kaska Nation Traditional Territory in British Columbia



## **APPENDIX B PROVINCIAL AGENCIES**

The following Provincial Agencies, that have statutory authority with respect to land and resource matters on behalf of the Province, are subject to the terms and conditions of this Agreement:

- (a) Ministry of Agriculture and Food;
- (b) Ministry of Energy, Mines and Low Carbon Innovation;
- (c) Ministry of Environment and Climate Change Strategy;
- (d) Ministry of Forests;
- (e) Ministry of Water, Land and Resource Stewardship; and
- (f) Ministry of Transportation and Infrastructure.

# **APPENDIX C**

## **SHARED DECISION FRAMEWORK**

### **1.0 Introduction**

1.1 This Appendix describes:

- (a) the process through which the Parties will engage on Shared Decision Level “information available upon request”, Shared Decision Levels 1 to 4 and Strategic Shared Decisions;
- (b) the role of Applicants in the Shared Decision Framework; and
- (c) the Shared Decision Matrix as identified in section 8 of Appendix C.

1.1.1 The role or aspects of the role of the Kaska Regional Coordinator set out herein may be fulfilled by a Kaska Responsible Official or their designated personnel if so communicated by the Kaska Responsible Official;

1.2 Where a Provincial Agency accepts an Application, the Provincial Agency may:

- (a) review the Application;
- (b) select the appropriate Shared Decision Level within the Shared Decision Matrix;
- (c) where Shared Decision Level “information available upon request” is selected, no further action is required by the Provincial Agency unless the Kaska or the Dena Kayeh Institute on their behalf, requests, on an annual basis, information regarding these Applications;
- (d) where a Shared Decision Level 1, 2 or 3 is selected, review the Spatial Reference Layer, as described in Appendix D, locate the area identified in the Application and if the Application falls within a high sensitivity area or culturally sensitive area, increase the Shared Decision Level by one level and inform the Co-Chairs; or
- (e) subsequently increase by one level at the Provincial Agency discretion and inform the Co-Chairs;
- (f) prepare an Application Package; and
- (g) follow the process steps for the selected Shared Decision Level described in Appendix C.

1.3 If the Application Package received by the Kaska or the Dena Kayeh Institute on their behalf is incomplete, the review period for Shared Decision Levels 2, 3 or 4 will not commence until the information necessary to complete the Application Package is received.

1.4 The Provincial Agency may inform the Applicant of:

- (a) the selected Shared Decision Level;
- (b) the Kaska community closest to the Application; and
- (c) whether the Application falls within a high sensitivity layer as described in the Spatial Reference Layer.

1.5 Informal discussions between the Provincial Agency and the Kaska Regional Coordinator or LRO may occur throughout this process, to better inform the Shared Decision Framework.

- 1.6 Where the Co-Chairs determine a Shared Decision Working Group meeting is of value, Natural Resources Council members, other Provincial Agency representatives who may have an interest in the Application, Applicants or stakeholders may be invited to attend.
- 1.7 The process steps described in this Appendix will cease, when:
  - (a) the Provincial Agency adopts the options provided in a Response;
  - (b) the Natural Resources Council Co-Chairs, together or separately, develop and submit a Recommendation to the Provincial Agency; or
  - (c) at the conclusion of the timelines identified in subsections 3.3, 4.6 and 5.4 of Appendix C, regardless of whether a Recommendation has been provided.
- 1.8 Within 10 Business Days of a Provincial Agency reaching a Shared Decision, the Provincial Agency will communicate in writing that Shared Decision to the Kaska Regional Coordinator.
- 1.9 The Provincial Agency will provide a rationale in writing to the Kaska Regional Coordinator and inform the Co-Chairs where a Provincial Agency reaches a Shared Decision which is contrary to a Recommendation.
- 1.10 On an annual basis, the Natural Resources Council will assess the effectiveness of the Shared Decision Framework by reviewing the following:
  - (a) requests by the Kaska Regional Coordinator or a Provincial Agency regarding Shared Decision Level 1;
  - (b) situations where the Provincial Agency increases a Shared Decision Level as described in subsection 1.2(d) of Appendix C;
  - (c) situations where the Kaska Regional Coordinator requests further engagement in their Response as described in subsection 3.3 and 4.3 of Appendix C;
  - (d) situations where a Provincial Agency reaches a Shared Decision which is contrary to a Recommendation;
  - (e) situations where the Province enabled Applicants to undertake specific aspects of the Shared Decision Framework as described in subsection 7.1 of Appendix C;
  - (f) the number of meetings for working groups that are not linked to a specific application, and the number of reports made to the Natural Resources Council; and
  - (g) any other situation agreed to by the Natural Resources Council.
- 1.11 To develop and improve working relationships and recognize the self-governing structure chosen by Liard First Nation citizens, all responses and submissions from Liard First Nation and Daylu Dena Council will be made jointly.

## **2.0 Shared Decision Level 1 – Notification Post-Decision**

- 2.1 Once a Provincial Agency confirms Shared Decision Level 1 in accordance with subsection 1.2 of Appendix C, the Provincial Agency may reach a Shared Decision.

- 2.2 Within 10 Business Days of reaching a Shared Decision, the Provincial Agency will send a notification to Kaska Regional Coordinator that includes the file number, proponent name, location of the activity, and authorisation issued.
- 2.3 Within 10 Business Days of receiving a request from the Kaska or the Dena Kayeh Institute on their behalf, the Provincial Agency will provide:
  - (a) digital GIS files;
  - (b) an overview map (1:250,000) and a site specific map (1:5,000 to 1:20,000) when GIS files are not available; and
  - (c) a brief description of the decision reached and how any adverse effects on Kaska Nation Aboriginal Rights and Title have been addressed.
- 2.4 The Kaska Regional Coordinator or a Provincial Agency may request an annual review of the Shared Decision Matrix for Level 1 and the Shared Decisions reached.

### **3.0 Shared Decision Level 2 – Review and Comment**

- 3.1 When a Provincial Agency confirms Shared Decision Level 2 in accordance with subsection 1.2 of Appendix C, the Provincial Agency will provide an Application Package to the Kaska Regional Coordinator; and if the Application is within a culturally sensitive area of the Spatial Reference Layer, the Provincial Agency may also include a request, in writing, for further information.
- 3.2 Within 20 Business Days of Kaska Regional Coordinator receipt of the Application Package, the Kaska Regional Coordinator will provide a Response to the Provincial Agency. If the Response includes information relating to a culturally sensitive area, section 10 of this Agreement will apply.
- 3.3 If the Response provides a request and rationale for further engagement, and an increase has not previously occurred as a result of subsection 1.2(d) of Appendix C, the Provincial Agency will inform the Co-Chairs who, within 40 Business Days of Kaska Regional Coordinator receipt of the Application Package, will:
  - (a) determine if a Shared Decision Working Group meeting, with or without expanded membership, or a Natural Resources Council meeting would be of value;
  - (b) ensure the appropriate meeting in subsection 3.3(a) of Appendix C occurs, if required, and that any options developed through the meeting are provided to the Co-Chairs; and
  - (c) based on the information received from subsection 3.3(b) of Appendix C, develop and forward a Recommendation to the Provincial Agency.
- 3.4 At the conclusion of subsection 3.3 of Appendix C or as described in subsection 1.7 of Appendix C, the Provincial Agency may reach a Shared Decision and implement subsections 1.8 and 1.9 of Appendix C.

### **4.0 Shared Decision Level 3 – Shared Decision Working Group**

- 4.1 When a Provincial Agency confirms Level 3 in accordance with subsection 1.2 of Appendix C, the Provincial Agency will provide an Application Package to the Kaska Regional Coordinator; and if the Application is within a culturally sensitive area of the Spatial Reference Layer, the Provincial Agency may also include a request, in writing, for further information.

- 4.2 Within 5 Business Days of Kaska Regional Coordinator receipt of the Application Package, or within 10 Business Days if Kaska Regional Coordinator communicates an extension is required, the Kaska Regional Coordinator will provide, in writing, to the Provincial Agency a request and rationale for further engagement unless an increase has previously occurred as a result of subsection 1.2(d) of Appendix C.
- 4.3 Where the Kaska Regional Coordinator requests further engagement in accordance with subsection 4.2 of Appendix C, the Provincial Agency will inform the Co-Chairs and the Provincial Agency and Kaska Regional Coordinator will proceed to subsection 5.2, Shared Decision Level 4 – Natural Resources Council, of Appendix C.
- 4.4 If there is no request for further engagement, within 20 Business Days of the Kaska Regional Coordinator receipt of the Application Package, the Kaska Regional Coordinator will provide a Response to the Provincial Agency. If the Response includes information relating to a culturally sensitive area, section 10 of this Agreement will apply.
- 4.5 Within 25 Business Days of the Kaska Regional Coordinator receipt of the Application Package:
- (a) the Provincial Agency will organize a Shared Decision Working Group meeting to discuss the Application Package;
  - (b) the Shared Decision Working Group will discuss the Response and prepare and forward options regarding the Application Package to the Co-Chairs; and
  - (c) the Co-Chairs will review the options and will either:
    - i. develop and forward a Recommendation to the Provincial Agency and the Kaska Regional Coordinator; or
    - ii. determine if further engagement would be of value, including a Shared Decision Working Group meeting with an expanded membership, or a Natural Resources Council meeting, and inform the Provincial Agency and Kaska Regional Coordinator.
- 4.6 Where it is determined that further engagement will be of value in accordance with subsection 4.5(c)ii of Appendix C, within 40 Business Days of Kaska Regional Coordinator receipt of the Application Package, or within another reasonable time agreed to by the Co-Chairs as a result of extenuating circumstances, the Co-Chairs will:
- (a) organize a Shared Decision Working Group meeting with an expanded membership, or a Natural Resources Council meeting;
  - (b) ensure that any options developed through the meeting referred to in subsection 4.6(a) of Appendix C are provided to the Co-Chairs; and
  - (c) based on the information received from subsection 4.6(b) of Appendix C, develop and forward a Recommendation to the Provincial Agency.
- 4.7 At the conclusion of subsection 4.6 of Appendix C or as described in subsection 1.7 of Appendix C, the Provincial Agency may reach a Shared Decision and implement subsections 1.8 and 1.9 of Appendix C.

## **5.0 Shared Decision Level 4 – Natural Resources Council**

- 5.1 When a Provincial Agency confirms Shared Decision Level 4 in accordance with subsection 1.2 of Appendix C, the Provincial Agency will provide an Application Package to the Kaska Regional Coordinator; and if the Application is within a culturally sensitive area of the Spatial Reference Layer, the Provincial Agency may also include a request, in writing, for further information.
- 5.2 Within 20 Business Days of the Kaska Regional Coordinator receipt of the Application Package, the Kaska Regional Coordinator will provide a Response to the Provincial Agency. If the Response includes information relating to a culturally sensitive area, section 10 of this Agreement will apply.
- 5.3 Within 40 Business Days of Kaska Regional Coordinator receipt of the Application:
  - (a) the Provincial Agency will organize a Shared Decision Working Group meeting to discuss the Application Package;
  - (b) the Shared Decision Working Group will discuss the Response and prepare and forward options regarding the Application Package to the Natural Resources Council; and
  - (c) the Natural Resources Council will review the options and will either:
    - i. develop and forward a Recommendation to the Provincial Agency and Kaska Regional Coordinator; or
    - ii. determine if a Shared Decision Working Group meeting with an expanded membership would be of value.
- 5.4 Where the Natural Resources Council has determined that further engagement would be of value in accordance with subsection 5.3(c)(ii) of Appendix C, within 60 Business Days of Kaska Regional Coordinator receipt of the Application Package, or within another reasonable time agreed to by the Co-Chairs as a result of extenuating circumstances, the Natural Resources Council will:
  - (a) organize a Shared Decision Working Group meeting, with an expanded membership;
  - (b) ensure that any options developed through the meeting are provided to the Natural Resources Council; and
  - (c) based on the information received from subsection 5.4(b) of Appendix C, develop and forward a Recommendation to the Provincial Agency and Kaska Regional Coordinator.
- 5.5 After 60 Business Days of Kaska Regional Coordinator receipt of the Application Package, the Provincial Agency may re-engage the Natural Resources Council at their discretion.
- 5.6 At the conclusion of subsection 5.4 of Appendix C or as described in subsection 1.7 of Appendix C, the Provincial Agency may reach a Shared Decision and implement subsections 1.8 and 1.9 of Appendix C.

## **6.0 Strategic Shared Decisions**

- 6.1 This section applies when the Parties engage on Strategic Shared Decisions.

- 6.2 A Provincial Agency or the Kaska Regional Coordinator may submit a request to the Co-Chairs to discuss a Strategic Shared Decision proposal with the Natural Resources Council. This request will include:
- (a) a description of the Strategic Shared Decision proposal and relevant background information;
  - (b) a description of how the Strategic Shared Decision proposal may affect Kaska Nation Aboriginal Rights;
  - (c) information regarding the potential impacts to environmental, social, cultural, economic and other values as a result of the Strategic Shared Decision proposal;
  - (d) resourcing requirements for the Strategic Shared Decision proposal;
  - (e) any possible options and/or timelines that the requesting party may be considering; and
  - (f) relevant contact information.
- 6.3 Within 20 Business Days of receiving a Strategic Shared Decision proposal, the Co-Chairs will:
- (a) determine if a special Natural Resources Council meeting is required to discuss the proposal with the appropriate Natural Resources Council members; or
  - (b) place the proposal on the agenda for the next scheduled Natural Resources Council meeting.
- 6.4 In context of a Strategic Shared Decision proposal, the Natural Resources Council will discuss and determine if further action is required.
- 6.5 If further action is required, Natural Resources Council will direct the Shared Decision Working Group to develop a workplan that identifies the most efficient approach to proceed with the Strategic Shared Decision proposal including:
- (a) timelines for the:
    - i. Shared Decision Working Group to provide options to the Natural Resources Council; and
    - ii. Natural Resources Council to develop and forward a Recommendation to the Provincial Agency and Kaska Regional Coordinator;
  - (b) schedule of meetings;
  - (c) which members of the Natural Resources Council should attend;
  - (d) additional resourcing requirements, if the request is outside the scope of this Agreement's resourcing; and
  - (e) linkages between the Shared Decision Working Group and Mine Development Review Committee or other similar committees.
- 6.6 The Co-Chairs will review and approve the workplan, and inform the Natural Resources Council.

- 6.7 The Shared Decision Working Group will implement the approved workplan and develop options regarding the Strategic Shared Decision proposal for consideration by Natural Resources Council.
- 6.8 The Natural Resources Council will review the options and determine whether to:
- (a) return the outstanding issues within the Strategic Shared Decision proposal to the Shared Decision Working Group with further direction and a completion date; or
  - (b) develop and forward a Recommendation to the appropriate Provincial Agency and the Kaska Regional Coordinator.
- 6.9 At the conclusion of subsection 6.7 of Appendix C, the Provincial Agency may reach a Shared Decision and implement subsections 1.8 and 1.9 of Appendix C.

## **7.0 Role of Applicants**

- 7.1 A Provincial Agency may request an Applicant to undertake specific procedural information gathering aspects of the Shared Decision Framework provided that the Kaska Regional Coordinator is notified in a timely manner by the Provincial Agency of the request.
- 7.2 The Kaska Regional Coordinator can request to verify the Applicant's record of contact prior to any Shared Decision being made on the proposed Application.
- 7.3 Actions undertaken by an Applicant under subsection 7.1 of Appendix C may assist the Province with the procedural aspects of its consultation obligations in relation to Kaska, but do not release the Province from its consultation obligations and any other obligations set out in this Agreement.

## 8.0 Shared Decision Matrix

8.1 The following table provides a range of Shared Decision Levels based on the program themes and types of decision.

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>Ecosystems</b>	<p>Forest and Range Practices Act related decisions</p> <ul style="list-style-type: none"> <li>▪ Wildlife habitat features</li> <li>▪ General wildlife measures</li> </ul>		<p>Forest and Range Practices Act</p> <ul style="list-style-type: none"> <li>▪ Government Action Regulations (GAR) - exemptions</li> </ul>			<p>Forest and Range Practices Act</p> <ul style="list-style-type: none"> <li>▪ Government Action Regulations (GAR) - designation and amendments</li> </ul> <p>Land Use Designations, Boundaries</p> <ul style="list-style-type: none"> <li>▪ Wildlife management areas - designation</li> <li>▪ Wildlife management areas - critical habitat or wildlife sanctuary in a WMA</li> <li>▪ Wildlife management areas - WMA management plans</li> </ul>
<b>Fish and Wildlife</b>	<p>Angling</p> <ul style="list-style-type: none"> <li>▪ Summary of Classified water licenses</li> <li>▪ Summary of angling licenses issued in the Province</li> <li>▪ Angling prescriptions for a water body – Fishery objectives</li> </ul> <p>Fish and Wildlife Authorizations</p> <ul style="list-style-type: none"> <li>▪ Summary of administrative authorizations<sup>1</sup></li> <li>▪ Guide outfitting quotas</li> <li>▪ Guide and assistant guide licenses</li> <li>▪ Disposal of guide certificate</li> <li>▪ Removal of traplines</li> <li>▪ Summary of trapping returns for previous year</li> <li>▪ Summary of hunting licenses and tags in the Province</li> <li>▪ Possession of live</li> </ul>	<p>Operational Work</p> <ul style="list-style-type: none"> <li>▪ Lake stocking – changes to lake stocking regimes</li> </ul> <p>Fish and Wildlife Authorizations</p> <ul style="list-style-type: none"> <li>▪ Angling guide licenses &amp; assistant angling guide licenses</li> <li>▪ Non-lethal low disturbance fish and wildlife projects<sup>4</sup></li> <li>▪ Fish collection permits - emergencies / exemptions</li> <li>▪ Trapping – transfer of traplines held by non-Kaska</li> </ul>	<p>Angling Regulation Changes<sup>5</sup></p> <ul style="list-style-type: none"> <li>▪ Angler day allocation on classified waters</li> </ul> <p>Fish and Wildlife Authorizations</p> <ul style="list-style-type: none"> <li>▪ Guide outfitting - renewal / transfer of guide certificate</li> <li>▪ Trapping – transfer of traplines held by Kaska</li> <li>▪ Trapping – trapline cabin registration</li> </ul> <p>Transporters</p> <ul style="list-style-type: none"> <li>▪ Transporter licenses and management plans</li> </ul> <p>Operational Work</p> <ul style="list-style-type: none"> <li>▪ Lake enhancement - aeration, fertilize</li> <li>▪ Stream enhancement</li> </ul>	<p>Operational Work</p> <ul style="list-style-type: none"> <li>▪ Lake stocking – initial lake stocking decision</li> </ul> <p>Fish and Wildlife Authorizations</p> <ul style="list-style-type: none"> <li>▪ Possession of live wildlife – new long term care facilities<sup>6</sup></li> <li>▪ High disturbance fish and wildlife projects<sup>7</sup></li> <li>▪ Guide outfitting - new guide territory certificate</li> <li>▪ Trapping - New traplines, registration and disposition</li> </ul>		

<sup>1</sup> **Administrative authorizations:** e.g.: transport; trafficking; export / import permits; full ownership permits; permits for non-residents, etc.

<sup>4</sup> **Low disturbance projects:** e.g. inventories, surveys, wildlife health and habitat assessments, etc

<sup>5</sup> **Regulation changes:** Other regulation changes for Angling, as well as BC Sport Fishing, Hunting, Limited Entry Hunting, and Motor Vehicle Prohibition and Closed Area Regulation changes are addressed in the Fish and Wildlife Collaborative Management Framework.

<sup>6</sup> **Care facilities:** e.g.: zoos, rehabilitation centre, etc

<sup>7</sup> **High disturbance projects:** e.g.: collaring, wildlife transplants, etc

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
	wildlife – captive animals <sup>2</sup> ▪ Miscellaneous authorizations <sup>3</sup>					

<sup>2</sup> **Captive animals:** e.g.: injured wildlife, falconry, etc

<sup>3</sup> **Miscellaneous authorizations:** e.g.: use of traps prohibited by regulation; discharge firearms in no shooting area; exemptions from prohibitions; beaver dam removal, etc

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>Forests and Range</b>	<p>Other Tenures</p> <ul style="list-style-type: none"> <li>Free use permit<sup>8</sup></li> </ul> <p>Woodlots</p> <ul style="list-style-type: none"> <li>Existing and new woodlot management plans and amendments</li> <li>Woodlot minor boundary change</li> </ul> <p>Range</p> <ul style="list-style-type: none"> <li>Transfer</li> <li>Range developments – small scale</li> <li>Range tenure - minor boundary change</li> <li>Range tenure - minor amendments</li> <li>District annual weed plan &amp; weed activities</li> </ul> <p>Other Activities</p> <ul style="list-style-type: none"> <li>Current and Post Fire and Pest Reforestation<sup>9</sup></li> <li>Forest Health<sup>10</sup></li> <li>Site Productivity</li> <li>Sustainable Forest Management (SFM) Planning</li> <li>Management Unit or Watershed Level Strategies<sup>11</sup></li> <li>Backlog reforestation</li> <li>Impeded stands - (brushing)</li> <li>Stand Treatments to meet timber objectives<sup>12</sup></li> <li>Stand Treatments to meet timber objectives (fertilization)</li> <li>Stand Treatments to meet non-timber objectives<sup>13</sup></li> <li>Recreation (site and trail maintenance)</li> <li>Monitoring<sup>14</sup></li> <li>Forest Dynamics and Decision Support<sup>15</sup></li> <li>Forest Investment</li> </ul>	<p>Timber Supply Area</p> <ul style="list-style-type: none"> <li>Allowable annual cut (Section 18 of the Forest Act) transfer</li> </ul> <p>Non-replaceable forest license</p> <ul style="list-style-type: none"> <li>Transfer</li> </ul> <p>Forest license</p> <ul style="list-style-type: none"> <li>Transfer</li> </ul> <p>Forest license to cut</p> <ul style="list-style-type: none"> <li>Transfer</li> </ul> <p>Salvage: under a salvage management plan - cash sale forest license to cut</p> <p>Community Forest Agreement</p> <ul style="list-style-type: none"> <li>Allowable annual cut determination</li> <li>Management plan approval and amendments</li> </ul> <p>First Nation Woodland License</p> <ul style="list-style-type: none"> <li>Offer/Award</li> </ul> <p>Woodlots</p> <ul style="list-style-type: none"> <li>Replacement</li> <li>Transfers</li> <li>FDP/WLP submissions and amendments</li> </ul> <p>Range</p> <ul style="list-style-type: none"> <li>1 year grazing permits issuance</li> <li>Range animal unit month (AUM) adjustment</li> </ul>	<p>Opportunity to lower to Shared Decision Level 1 should the Applicant choose to engage with the Kaska using the Shared Decision Level 3 process on their Annual Operating Plan</p> <ul style="list-style-type: none"> <li>TSL issuance</li> <li>CP issuance</li> <li>CP amendments - major</li> <li>Road Permits</li> </ul> <p>Salvage: where salvage management plan not in place</p> <ul style="list-style-type: none"> <li>Non replaceable Forest License issuance</li> <li>Non replaceable Small scale salvage forest license to cut</li> <li>Salvage - blanket CP's for major licensees</li> </ul> <p>Forest License to Cut</p> <ul style="list-style-type: none"> <li>BCTS</li> <li>Non small scale salvage</li> <li>Major amendment</li> </ul> <p>Forest Stewardship Plan</p> <ul style="list-style-type: none"> <li>Extension</li> </ul> <p>Timber Sale License</p> <ul style="list-style-type: none"> <li>Transfer or major amendment</li> <li>Conversion</li> </ul> <p>Other Tenures</p> <ul style="list-style-type: none"> <li>Occupant license to cut issuance</li> <li>Special Use Permit</li> </ul> <p>Community Forest Agreement</p> <ul style="list-style-type: none"> <li>Award</li> </ul> <p>Woodlots</p> <ul style="list-style-type: none"> <li>Award</li> <li>Top ups (area increases, AAC increases)</li> <li>Direct award of a</li> </ul>	<p>Timber Supply Area</p> <ul style="list-style-type: none"> <li>AAC TSR re-apportionment</li> <li>AAC TSA license consolidation or subdivision</li> </ul> <p>Forest License</p> <ul style="list-style-type: none"> <li>issuance</li> <li>replacement</li> <li>amendment</li> </ul> <p>Non Replaceable Forest License</p> <ul style="list-style-type: none"> <li>issuance</li> <li>Amendment</li> </ul> <p>Forest Stewardship Plan</p> <ul style="list-style-type: none"> <li>Major amendment</li> </ul> <p>Annual Operating Plan (no Provincial authority)</p> <ul style="list-style-type: none"> <li>Opportunity to lower TSL/CP/RP engagement to Shared Decision Level 1 should the Applicant choose to engage with the Kaska using the Shared Decision Level 3 process on their annual operating plan</li> </ul> <p>Woodlots</p> <ul style="list-style-type: none"> <li>New woodlot opportunity / and new woodlot management plan (sets AAC)</li> </ul> <p>Salvage</p> <ul style="list-style-type: none"> <li>Community salvage license issuance and license amendments</li> </ul> <p>Range</p> <ul style="list-style-type: none"> <li>Range Use Plan (RUP), or stewardship plan</li> <li>Range Use Plan amendments</li> <li>Weeds: invasive "plant pest"</li> </ul>	<p>Forest Stewardship Plan</p> <ul style="list-style-type: none"> <li>New</li> </ul> <p>Timber Supply Area</p> <ul style="list-style-type: none"> <li>AAC timber supply review</li> <li>AAC uplift disposition</li> </ul>	

<sup>8</sup> It is not possible for the information for all Free Use Permits to be provided, e.g. Christmas tree permits.

<sup>9</sup> **Fire and pest restoration:** e.g.: surveys, site preparation, planting, brushing, spacing

<sup>10</sup> **Forest health:** e.g.: surveys, pruning, spacing, pheromone baiting for bark beetles, invasive plant treatments

<sup>11</sup> **Watershed strategies:** e.g.: silviculture strategies, watershed restoration plans, ecosystem restoration plans, species and ecosystems at risk recovery strategies/management plans, forest health strategy, integrated visual design and visual rehabilitation plans

<sup>12</sup> **Stand treatments for timber objectives:** e.g.: surveys, spacing, pruning, stand treatment and forest health monitoring

<sup>13</sup> **Stand treatments for non-timber objectives:** e.g.: treatments ( pruning trees or shrubs for forage production) and treatment effectiveness evaluation

<sup>14</sup> **Monitoring:** e.g.: water quality/quantity; terrestrial biological and physical; aquatic biological and physical; carbon sequestering

<sup>15</sup> **Forest dynamics:** e.g.: site productivity estimation

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
Forests and Range (cont'd)	Account – Resource Inventories <sup>16</sup>		<p>woodlot through an FTOA process</p> <p>Range</p> <ul style="list-style-type: none"> <li>▪ New range tenure - new opportunity (no previous tenure in area)</li> <li>▪ Direct award of new range tenure</li> <li>▪ Range tenure replacement (existing tenure)</li> <li>▪ Range tenure major amendments, boundary changes</li> <li>▪ Grazing lease replacement</li> <li>▪ Range developments - large scale not in RUP</li> <li>▪ New range tenure vacancy (relinquished tenure)</li> </ul> <p>Other Activities</p> <ul style="list-style-type: none"> <li>▪ Forests for Tomorrow</li> <li>▪ BCTS Silviculture</li> </ul> <p>Other Backlog Activities</p> <ul style="list-style-type: none"> <li>▪ Mechanical Site Preparation (MSP)</li> <li>▪ Snag falling</li> <li>▪ Brushing</li> <li>▪ Fertilization</li> <li>▪ Planting</li> </ul> <p>Forest Investment Account (FIA)</p> <ul style="list-style-type: none"> <li>▪ District staff will inform proponent that they should bring larger FIA plan to Natural Resources Council</li> <li>▪ If the work involves other Authorizations will default to that Shared Decision Level</li> </ul>	management plan <sup>n</sup> process		

<sup>16</sup> **Forest investment account:** e.g.: terrestrial ecosystem mapping, terrain stability mapping, karst, TEM/VRI, predictive ecosystem mapping, TRIM, fish and fish habitat, recreation and visual resource, wildlife and wildlife habitat, airborne and satellite remote sensing data, etc

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>General (only applies to specific legislation)</b> <sup>17</sup>	<ul style="list-style-type: none"> <li>Minor administrative applications that are clerical in nature and that will have no impact on the interests of the Kaska or land and resource values</li> <li>Emergency measures required for the protection of life and property</li> <li>Maintenance activities within existing Transportation and Infrastructure right-of-ways</li> </ul>	<ul style="list-style-type: none"> <li>Short-term or seasonal activities</li> <li>No or minor new surface disturbance, or new minor to moderate ground disturbance in previously disturbed areas</li> <li>No new permanent access<sup>18</sup></li> <li>No or very small permanent infrastructure</li> <li>Non-exclusive tenures<sup>19</sup></li> <li>Administrative applications<sup>20</sup> where there are no past issues and no new impacts</li> </ul>	<ul style="list-style-type: none"> <li>New minor to moderate surface disturbance in previously disturbed areas</li> <li>Minor new permanent access</li> <li>Temporary or small new permanent infrastructure</li> <li>Semi-exclusive tenures (potential to limit some other land uses)</li> <li>Administrative applications where there are potential past issues and no low-to-moderate new impacts</li> </ul>	<ul style="list-style-type: none"> <li>Moderate to significant new ground disturbance</li> <li>Moderate new permanent access</li> <li>Moderate to large new permanent infrastructure</li> <li>Exclusive tenures (likely to limit other land uses)</li> <li>Administrative applications where there are identified past issues and moderate-to-significant new impacts</li> </ul>	<ul style="list-style-type: none"> <li>Major new ground disturbance</li> <li>Significant new permanent access (expands permanent access network)</li> <li>Large or extensive new permanent infrastructure</li> </ul>	
<b>Land Tenures</b>	<ul style="list-style-type: none"> <li>Minor administrative applications that are clerical in nature and that will have no impact on the interests of the Kaska or land and resource values</li> <li>Emergency measures required for the protection of life and property</li> <li>Minor assignments of tenures</li> <li>Land Tenure Transfers between Federal Provincial agencies</li> <li>Most Notation of Interest files</li> <li>Establishment of Map Reserves (Section 17)</li> </ul>	<p>Activities with no or negligible new ground disturbance or effect on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> <li>Administrative applications incl. scheduled renewals of existing tenures, licenses or permits engagement will occur annually on a batched basis</li> <li>Major client assignments of tenures</li> <li>Communication sites and associated buildings with less than 1 ha site footprint and no new road access</li> <li>Navigation aids, including beacons</li> <li>Work permits for existing infrastructure or with no incremental disturbance footprint</li> <li>Transfers of administration between Provincial Agencies</li> </ul>	<p>Activities with potential for new ground disturbance or effect on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> <li>Administrative applications including amendments to existing tenures, licenses, or permits where there are low to moderate new impacts</li> <li>Activities requiring investigative permits</li> <li>Gravel pits or quarries with annual production &lt;200,000 tonnes</li> <li>Communication sites and associated buildings with more than 1 ha site footprint and / or new road access</li> <li>New roads less than 2 km in length</li> <li>New utility rights-of-way less than 2 km in length</li> <li>Commercial recreation involving non-motorized light-impact extensive uses, including river</li> </ul>	<p>Activities with potential for significant new ground disturbance or effects on other uses, including one or more of the following types of activities:</p> <ul style="list-style-type: none"> <li>Administrative applications including amendments to existing tenures, licenses, or permits where there are significant new impacts</li> <li>Gravel pits or quarries with annual production of 200,000 to 500,000 tonnes</li> <li>New roads greater than 2 km in length</li> <li>New utility rights-of-way greater than 2 km in length</li> <li>Commercial recreation involving motorized or intensive uses, including heli-skiing</li> <li>Intensive agriculture in an area less than 15 ha</li> <li>Extensive Agricultural tenures</li> <li>General commercial outside of developed areas</li> </ul>	<ul style="list-style-type: none"> <li>New wilderness lodges</li> <li>Fee simple transfers of previously un-tenured lands (remote)</li> </ul>	

<sup>17</sup> **General:** applies where not specific guidance has been applied elsewhere in the matrix, and includes legislation from the following program themes: Agriculture, Transportation and Infrastructure, Heritage Conservation/Archaeology and Recreation Sites and Trails.

<sup>18</sup> **Permanent access:** means access infrastructure (e.g. trails, roads, power lines) for which restoration after use is not contemplated as part of an Application or management plan.

<sup>19</sup> **Exclusive tenure:** means a tenure that provides security to the tenure holders by limiting the uses of the tenured area by persons other than the tenure holder.

<sup>20</sup> **Administrative application:** means an application regarding an existing authorization, such as a renewal, replacement, assignment or transfer of the authorization.

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>Land Tenures (cont'd)</b>			<ul style="list-style-type: none"> <li>rafting, backcountry hiking, and guided nature tours</li> <li>▪ Community or institutional uses</li> <li>▪ General commercial in developed areas</li> <li>▪ Light industrial activities, such as log landings and work camps</li> <li>▪ Residential licenses</li> <li>▪ Legalizations of recreational / residential cabins</li> <li>▪ Forfeited residential lots</li> <li>▪ Reserves for environmental, conservation, or recreational uses (Section 16)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Fee simple transfers of previously tenured lands</li> <li>▪ Residential development or simple Fee simple sales within settled areas</li> <li>▪ Heavy industrial activities, such as industrial parks, within the developed area.</li> </ul>		
<b>Mineral Exploration<sup>21</sup></b>	<p>Non-mechanized mineral exploration work legally allowed without provincial authorization including:</p> <ul style="list-style-type: none"> <li>▪ Emergency measures required for the protection of life and property</li> </ul>	<p>Non-mechanized mineral exploration work including:</p> <ul style="list-style-type: none"> <li>▪ Induced Polarization Surveys</li> <li>▪ Underground exploration with no or negligible surface disturbance</li> <li>▪ Mineral or coal exploration drill programs and IP surveys in the permitted area of disturbance of a producing mineral or coal mine that is currently operating, and</li> <li>▪ Extending the term of mineral or coal exploration activities by up to two years.</li> </ul> <p>Minor administrative changes to <i>Mines Act</i> authorizations.</p>	<p>Mechanized mineral exploration work on pre-existing or in previously disturbed areas<sup>22</sup>, including:</p> <ul style="list-style-type: none"> <li>▪ Drilling, trenching, or test-pitting, temporary camps/staging, and exploration trails</li> <li>▪ Helicopter supported drill program</li> <li>▪ Re-opening of existing roads or trails within in previously disturbed areas</li> <li>▪ Existing placer mining operations</li> </ul> <p>Aggregate development, sand and gravel quarry and industrial quarry less than 200,000 tonnes:</p> <ul style="list-style-type: none"> <li>▪ Requires either a Land Act tenure or Fee Simple Land prior to issuance of Mine Act Permits</li> </ul>	<p>Mechanized mineral exploration work in undisturbed areas, including:</p> <ul style="list-style-type: none"> <li>▪ Drilling, trenching, or test-pitting, temporary camps/staging, and exploration trails</li> <li>▪ New access development where previous access has only been by water or air</li> <li>▪ New underground development for mineral exploration purposes</li> <li>▪ New placer mining operations</li> </ul> <p>Bulk samples</p> <p>Aggregate development, sand and gravel quarry and industrial quarry between 200,000 to 500,000 tonnes:</p> <ul style="list-style-type: none"> <li>▪ Requires either a Land Act tenure or Fee Simple Land prior to issuance Mine Act Permits</li> </ul>		

<sup>21</sup> **Mineral exploration:** includes Notices of Work , annual or multi-year, which contain a reclamation plan (closure plan)

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>Mineral Titles</b>	<p>Free Miner Certificates</p> <p>Claims</p> <ul style="list-style-type: none"> <li>▪ Mineral and Placer</li> </ul> <p>No Registration and Conditional Registration Reserves<sup>23</sup></p> <ul style="list-style-type: none"> <li>▪ Coal, Mineral and Placer</li> </ul> <p>Coal Land Reserves</p>		<p>Tenures associated with Shared Decision Level 1 and Level 2 mineral and coal exploration and may include:</p> <ul style="list-style-type: none"> <li>▪ Licenses – Coal</li> <li>▪ Leases – Coal, Mineral, Placer</li> </ul>	<p>Tenures associated with Shared Decision Level 3 mineral and coal exploration and may include:</p> <ul style="list-style-type: none"> <li>▪ Licenses – Coal</li> <li>▪ Leases – Coal, Mineral, Placer</li> </ul>		
<b>Petroleum, Natural Gas and Geothermal Energy</b>	<p>Areas with no tenure issuance<sup>24</sup></p>		<p>Petroleum and Natural Gas</p> <ul style="list-style-type: none"> <li>▪ Land sales for sub-surface resources</li> </ul> <p>Geothermal</p> <ul style="list-style-type: none"> <li>▪ Land sales and permitting for sub-surface resources</li> </ul>			
<b>Parks and Protected Areas<sup>25</sup></b>	<p>Operations</p> <ul style="list-style-type: none"> <li>▪ Hazard tree removal</li> <li>▪ Facility maintenance &amp; repair</li> <li>▪ Park Use Permit Reports</li> <li>▪ Research Reports</li> <li>▪ Attendance Reports</li> </ul>	<p>Land Use Occupancy</p> <ul style="list-style-type: none"> <li>▪ Existing</li> <li>▪ Filming - minor film shoot</li> </ul> <p>Research</p> <ul style="list-style-type: none"> <li>▪ Low disturbance (e.g. inventories, surveys and habitat assessments)</li> </ul> <p>Commercial Recreation</p> <ul style="list-style-type: none"> <li>▪ Guide Outfitting &amp; Angling Guiding without infrastructure and non-motorized</li> </ul> <p>Transfers, renewals and minor amendments<sup>26</sup></p>	<p>Designation</p> <ul style="list-style-type: none"> <li>▪ Private land for protected areas</li> </ul> <p>Commercial Recreation</p> <ul style="list-style-type: none"> <li>▪ Non-motorized</li> </ul> <p>Land Use Occupancy</p> <ul style="list-style-type: none"> <li>▪ New</li> <li>▪ Filming – major film shoot</li> </ul> <p>Operations</p> <ul style="list-style-type: none"> <li>▪ Ecosystem restoration (e.g. prescribed burning)</li> <li>▪ New facility development, or construction</li> <li>▪ Extensive hazard tree removal requiring a prescription</li> </ul>	<p>Amendments</p> <ul style="list-style-type: none"> <li>▪ Park boundaries</li> </ul> <p>Commercial Recreation</p> <ul style="list-style-type: none"> <li>▪ Motorized &amp; new fixed roof accommodation facilities</li> <li>▪ Guide Outfitting &amp; Angling Guiding with infrastructure and/or motorized access</li> </ul> <p>Research</p> <ul style="list-style-type: none"> <li>▪ High disturbance (e.g. collaring, wildlife transplants)</li> </ul>		<p>Designation</p> <p>New parks or protected areas</p>

<sup>23</sup> **No registration and conditional reserves:** The process to request establishment of reserves is included in the Reference Guide.

<sup>24</sup> **Areas within a no petroleum and natural gas titles tenure issuance:** Mechanisms (caveats, no dispositions, Resource Review areas) to establish areas of no tenure issuance is included in the Reference Guide.

<sup>25</sup> For trapping and guide outfitting in parks, structures and/or land improvements (point locations) will be used to determine if there are overlaps with the spatial reference layer.

<sup>26</sup> **Transfers or minor amendments:** do not include change in use. Major amendments are considered new authorizations.

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<p><b>Pesticides</b></p>	<ul style="list-style-type: none"> <li>▪ Vegetation management on industrial sites on public land – sites maintained in near vegetation-free state (roads, etc) or with no public access</li> <li>▪ Mosquito management – occurs in municipalities</li> <li>▪ Noxious weed and invasive plant management – use of herbicides to treat weeds, not applied to surrounding vegetation</li> <li>▪ Wood pole preservation – application of preservatives to installed telephone and hydro poles</li> <li>▪ Structural pest management – management of pests inside or outside of buildings</li> <li>▪ Landscape pest management – management of insects or diseases in ornamental plants or weeds in lawns around buildings and in parks</li> <li>▪ On-site inspections, data reviews</li> <li>▪ Response to public complaints regarding use and application of pesticides and herbicides</li> <li>▪ Issuance of Pesticide Applicator and Dispenser Certificate</li> <li>▪ Suspension orders, revocations, investigation referrals</li> <li>▪ Registration of use notifications</li> </ul>	<ul style="list-style-type: none"> <li>▪ Pest management on railways – ballast area, switches, maintenance yards, treatment of selected trees &amp; shrubs outside ballast area (typically on private land)</li> <li>▪ Vegetation management on right-of-ways – sites maintained in near vegetation-free state (roads etc), or with no public access</li> </ul>	<ul style="list-style-type: none"> <li>▪ Vegetation management of right-of-ways – selective management of encroaching trees &amp; shrubs or with public access</li> <li>▪ Vegetation management on industrial sites on public land – general selective vegetation management, or with public access</li> </ul>		<p>Forest pest management – management of vegetation to benefit seedling growth, or managing insect outbreaks (5 year plans) pending further discussion</p>	

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>Project Permitting:</b> <ul style="list-style-type: none"> <li>EA reviewable (post EA certificate)</li> <li>Large non-EA reviewable projects <sup>27</sup></li> </ul>						Clean energy <ul style="list-style-type: none"> <li>wind</li> <li>water</li> </ul> Mining: <ul style="list-style-type: none"> <li>mineral</li> <li>coal</li> </ul> Resort Development Roadways <ul style="list-style-type: none"> <li>upgrades on primary and secondary highways</li> </ul> Utilities non-OGC
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>Transfer of a permit to discharge waste</li> <li>Administrative amendments or temporary amendments</li> <li>Registrations under misc. codes of practice <sup>28</sup></li> <li>Minor amendments – air permits or approvals (as defined in the Public Notification Regulation)</li> </ul>	<ul style="list-style-type: none"> <li>New effluent permits or approvals – small</li> <li>New registration – Municipal Wastewater Regulation – small</li> <li>New refuse approvals (garbage, solid waste) – small</li> <li>Minor amendments – effluent and refuse permits or approvals (as defined in the Public Notification Regulation)</li> <li>Significant amendments – small approvals (as defined in the Public Notification Regulation)</li> <li>New air permits or approvals</li> <li>Solid waste operating certificate (authorized under solid waste management plans) if no outstanding Kaska concerns with solid waste management plan</li> <li>Liquid waste operating certificate (authorized under liquid waste management plans) if no outstanding Kaska concerns with liquid waste management plan</li> </ul>	<ul style="list-style-type: none"> <li>New effluent approvals other waste discharges - large <sup>29</sup></li> <li>New refuse approvals - large <sup>30</sup></li> <li>Operational certificate (authorized under solid waste management plans) if outstanding Kaska concerns with solid waste management plan</li> <li>New refuse permits (garbage, solid waste) – small</li> <li>New registration – Municipal Wastewater Regulation – large</li> <li>Hazardous waste facility registration</li> </ul>	<ul style="list-style-type: none"> <li>New refuse permits - large <sup>31</sup></li> <li>New effluent permits other waste discharges – large</li> <li>Significant amendments – permits or large approvals (as defined in the Public Notification Regulation)</li> </ul>		<ul style="list-style-type: none"> <li>Liquid waste management plans</li> <li>Solid waste management plans (consultation undertaken by Regional Districts and Municipalities)</li> </ul>

<sup>27</sup> **Large non-EA reviewable projects:** Further description is required.

Mineral: projects between 10,000 tonnes and 75,000 tonnes

Coal: projects between 100,000 tonnes and 250,000 tonnes

<sup>28</sup> **Registrations:** e.g. Vehicle Dismantling Code; Concrete Manufacturing Code; Petroleum Storage, Storm Water Regulation

<sup>29</sup> **Large effluent discharge:** any effluent discharge greater than 50m<sup>3</sup>/d

<sup>30</sup> **Large refuse discharge:** any refuse discharge greater than 500m<sup>3</sup>/yr or with a total landfill design capacity of greater than 5000m<sup>3</sup> (capacity over its complete life) (includes garbage, solid waste, e.g. municipal landfill).

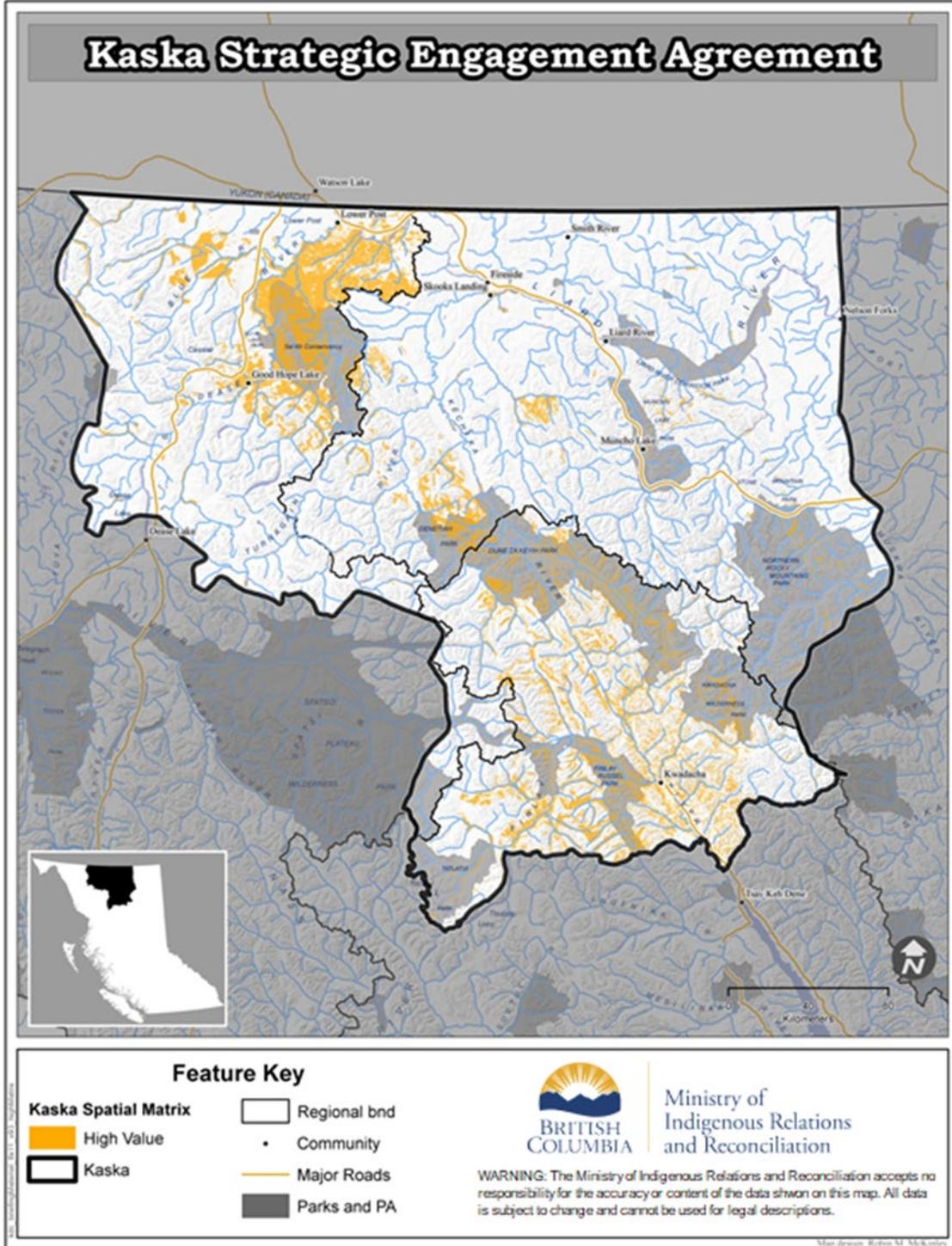
<sup>31</sup> **Large refuse permit:** e.g.: garbage, solid waste, e.g.: municipal landfill

Program Themes	Information Available Upon Request	Shared Decision Level 1	Shared Decision Level 2	Shared Decision Level 3	Shared Decision Level 4	Strategic Shared Decisions
<b>Water</b>	<ul style="list-style-type: none"> <li>▪ Water licensing – domestic on all sources that do not involve Crown Land</li> <li>▪ Water license amendment - no change in base flow requirements, name change (including to new user), change of works on private lands, transfer of water licenses on private lands, apportionment, re-description, extension of time and cancellation / abandonment of water licenses</li> <li>▪ Transfer of Appurtenancy, and addition or changes in purpose where the change does not alter the downstream impacts</li> <li>▪ Issuance of a final license (sec14)</li> <li>▪ Leave to commence (final authorization to do work as per license conditions)</li> <li>▪ Part 7 – notification water regulation of Section 9 work in and about a stream</li> <li>▪ Orders to regulate water use or in-stream activities and groundwater issues</li> <li>▪ All remediation orders over non-compliance</li> <li>▪ Dike Maintenance Act – maintenance repairs and orders</li> <li>▪ Dam Safety Regulations – maintenance and repair and orders</li> </ul>	<ul style="list-style-type: none"> <li>▪ New water licenses with no or negligible risk of impact to fish or fish habitat<sup>32</sup></li> <li>▪ Permit over Crown Land Section 26 – nil to negligible risk of impact to water quality/quantity or habitat values</li> <li>▪ Section 8 – short term use of water when Kaska do not hold a water license downstream of application site and no or negligible risk of impact to fish or fish habitat</li> <li>▪ Section 9 –for public safety projects (imminent impact)</li> <li>▪ Section 9 – no or negligible risk of impact to fish or fish habitat</li> </ul>	<ul style="list-style-type: none"> <li>▪ New water licenses that are low to moderate risk of impact to quality / quantity. <sup>33</sup></li> <li>▪ Permit over Crown Land Section 26 – low to moderate risk of impact to water quality / quantity or habitat</li> </ul> <p>Approval for changes in and about a stream:</p> <ul style="list-style-type: none"> <li>▪ Section 9 – for low to moderate risk of impact to fish habitat and / or large impact projects that require approval.</li> <li>▪ Section 8 – low to moderate risk of impact to water quality/quantity or habitat values.</li> </ul>	<ul style="list-style-type: none"> <li>▪ New water licenses – moderate to high risk of impact to water quality / quantity <sup>34</sup></li> <li>▪ Permit over Crown Land – moderate to high risk of impact to water quality / quantity or habitat</li> </ul> <p>Approvals:</p> <ul style="list-style-type: none"> <li>▪ Section 9 – for moderate to high risk of impact to fish habitat and/or large impact projects that require approval</li> <li>▪ Section 8 – moderate to high risk of impact to water quality / quantity or habitat values.</li> </ul>	<ul style="list-style-type: none"> <li>▪ New water licenses – small sub EA projects e.g. industrial projects; mine operations; water works (local community drinking water); storage (dams as per Dam Safety Regulation); power purposes (commercial and general)</li> </ul>	<ul style="list-style-type: none"> <li>▪ New water licenses – EA and large sub EA projects</li> <li>▪ Water Management Plans</li> <li>▪ Water Allocation Plans</li> <li>Water Reserves</li> </ul>

<sup>32</sup> **Nil or negligible risk:** e.g. power purposes (residential), agriculture less than 5 acre feet, irrigation, domestic  
<sup>33</sup> **Low to moderate risk:** e.g., agriculture greater than 5 acre feet, industrial and commercial, land improvements  
<sup>34</sup> **Moderate to high risk:** e.g. conservation

# APPENDIX D SPATIAL REFERENCE LAYER

## 1.0 Map 1 – Spatial Reference Layer



## 2.0 *Spatial Reference Layer Criteria*

- 2.1 The ecological components of the Spatial Reference Layer are based on the inputs identified in Table 1.
- 2.2 The cultural components of the Spatial Reference Layer were provided to the Province by Kaska as Traditional Knowledge.
- 2.3 Both ecological and cultural components of the SRL can be updated from time to time with approval from the Natural Resource Council.
- 2.4 Kaska and the Province will seek to update the Spatial Reference Layer during the term of this agreement.

Table 1. Description of inputs into Spatial Reference Layer.

<b>CATEGORY</b>	<b>LAYER</b>	<b>ATTRIBUTES</b>	<b>BUFFER</b>	<b>RANK</b>
Hydrology	Lakes	>140ha	500m	2
	Streams	>20m wide	500m	2
Cultural	Traditional Use Study	Currently using LRDW TUS (dissolved)		3
	Archaeology Sites	Sites from Remote Access Archaeological Database	200m	11
	Ne'ah	From Dease-Liard SRMP		9
	Gu Cha Duga zone	From Dease-Liard SRMP		1
	Dease-Liard SRMP Trails	From Dease-Liard SRMP	250m	10
	Davie and McDame Trails	Data provided by Kaska	250m	10
Wildlife	Caribou	BEI Suitability: combined summer/winter high/very high		5
	Elk	BEI Suitability: combined summer/winter high/ very high and CAD: summer/winter around Kwadacha		8
	Moose	BEI Suitability: combined summer/winter high/ very high and wildfires from 1975-2004.		4
	Sheep/Goat	BEI Suitability: combined summer/winter high/ very high.		6
	Grizzly Bear	CAD: (8,9,10; early/fall)		7

BEI: Broad Ecosystem Inventory; CAD: Muskwa Kechika Conservation Area Design

## APPENDIX E

### FISH AND WILDLIFE COLLABORATIVE MANAGEMENT FRAMEWORK

#### 1.0 Definitions

1.1 Words and expressions not defined in this Appendix but defined in the Strategic Engagement Agreement have the meanings ascribed to them in the Strategic Engagement Agreement.

1.2 In this Appendix:

“Annual Allowable Harvest” and “AAH” means the number of animals, in a particular class and geographic area, that are allowed to be harvested each year after accounting for all sources of unregulated human-caused mortality, including poaching, crippling losses, and animals destroyed as problem Wildlife;

“Conservation Concern” means any concern that a population has declined to a level where the risk of extirpation or extinction is high;

“Fish” has the same meaning as described in the *Wildlife Act*;

“Fish and Wildlife Program” means the Provincial employees responsible for regulating and managing the sustainable use and conservation of Fish and Wildlife populations across British Columbia in accordance with the *Wildlife Act* and the delegated authority under the Federal *Fisheries Act*;

“Fish and Wildlife Regional Manager” has the same meaning as described in the *Wildlife Act*;

“Fish and Wildlife Working Group” means the designated representatives assigned by the Natural Resources Council Co-Chairs as described in subsection 6.2(c) of this Agreement;

“Fish and Wildlife Working Group Coordinators” means the designated representatives assigned respectively by the Regional Fish and Wildlife Manager and the Kaska Fish and Wildlife Manager;

“Framework” means the Fish and Wildlife Collaborative Management Framework as described in Appendix E of this Agreement;

“Habitat” has the same meaning as described in the *Wildlife Act*;

“Invasive Species” means non-indigenous species that have adverse affects to the natural species and ecosystems;

“Kaska Management Principle” refers to the principle that a lack of full scientific certainty is not used as a reason for postponing measures that could be implemented to reduce impacts to Fish and Wildlife species. Other knowledge can be used with available scientific knowledge to support implementing the measures to reduce or stop the impacts to Wildlife species;

“Kaska Fish and Wildlife Manager” means the representative identified by the Kaska Responsible Official to support the delivery of this Framework;

“Licensed Hunting” means hunting opportunities licensed by British Columbia for resident and non-resident hunters in accordance with the *Wildlife Act*;

“Management Concern” means any concern that a population has declined or may be declining based upon scientific information or Traditional Knowledge and includes a concern that a population has declined at a spatial or temporal scale that is relevant to either Party;

“Wildlife” has the same meaning as described in the *Wildlife Act*;

“Wildlife Act” means the *Wildlife Act* and the regulations made there under, all as may be amended from time to time.

## 2.0 Principles

- 2.1 The Natural Resources Council and the Fish and Wildlife Working Group will apply the Kaska Management Principle and other relevant information when applying this Framework and acknowledge that Wildlife populations and ecological systems are dynamic, that knowledge of these natural processes is incomplete, and that uncertainty increases risks.

## 3.0 Purpose

- 3.1 The purpose of this Framework is for the Kaska and the Province to engage on a government-to-government basis with respect to Fish and Wildlife management that:
  - (a) focuses on maintaining healthy and diverse native species and ecosystems;
  - (b) allows for the sustainable use of Fish and Wildlife resources;
  - (c) places the appropriate higher priority on conservation and on the Kaska Nation's Aboriginal Rights before allocating opportunities under an AAH to Licensed Hunters;
  - (d) implements Shared Decisions that are an outcome of this Agreement; and
  - (e) establishes mechanisms to facilitate positive working relationships between the Kaska and the Province.

## 4.0 Membership

- 4.1 The Fish and Wildlife Working Group will consist of six (6) members comprising representatives from the following: Daylu Dena Council (1); Dease River First Nation (1); Liard First Nation (1); MFLNRORD-Skeena (1); MFLNRORD-Peace (1); and MFLNRORD-Omineca (1).
- 4.2 The members will select a Kaska – co-chair (1); and MFLNRORD – co-chair (1).
- 4.3 In addition, technical representatives, Land and Resource Officers, Kaska or BC Co-chairs and Coordinators can attend at the request of their members to participate in discussions.
- 4.4 Each member will identify alternates, and it is up to each member to ensure the alternates are informed of the business and recommendations of the Fish and Wildlife Working Group. Each Party should provide notice of their alternate attending a meeting to the Co-Chairs at least twenty-four (24) hours in advance of any meeting.
- 4.5 It is the responsibility for alternates to inform their member on the outcomes and actions from the meeting they attend.

## 5.0 Scope

- 5.1 This Appendix applies to the Provincial Agency that manages the Fish and Wildlife Program within the Kaska Nation Traditional Territory.
- 5.2 Collaboration under this Framework will focus on the management of Fish and Wildlife species that are most important to both Parties, including:
  - (a) moose, woodland caribou, bison, thin horn sheep, mountain goat, bears, furbearers, wolves, and freshwater Fish; and
  - (b) other species or populations where Conservation Concerns or Management Concerns are brought forward to the Fish and Wildlife Regional Manager or the Kaska Fish and Wildlife Manager, or both.

## 6.0 Process

- 6.1 On an annual basis, the Fish and Wildlife Regional Manager and the Kaska Fish and Wildlife Manager with input from the Natural Resources Council will identify and agree upon Fish and Wildlife management priorities within the Kaska Nation Traditional Territory.
- 6.2 Where Fish and Wildlife management priorities are identified in subsection 6.1 of Appendix E, the Fish and Wildlife Working Group Coordinators will facilitate the participation of the appropriate technical officials in the Fish and Wildlife Working Group.
- 6.3 The Fish and Wildlife Working Group will develop and implement a workplan which may include the following activities:
  - (a) identifying critical ranges, Habitats and special features of Fish and Wildlife species as identified in subsection 5.2 of Appendix E;
  - (b) assessing population stability and trends of identified Fish and Wildlife populations;
  - (c) analysing harvest data and recommending sustainable harvest levels;
  - (d) reviewing or assessing impacts of domestic species, Invasive Species or game farming on Fish and Wildlife;
  - (e) setting goals and objectives for species management, including goals for population recovery;
  - (f) developing strategies to achieve the population goals and objectives identified in subsection 6.3(e) of Appendix E;
  - (g) reviewing the effectiveness of the current management unit boundaries for harvest data collection and population management;
  - (h) identifying areas of Habitat loss, decreased function of Habitats and range, and loss of Habitat quality;
  - (i) undertaking Fish and Wildlife inventories or studies;
  - (j) completing a review of Fish and Wildlife regulations;

- (k) review of climate change strategies, mitigations, adaptations, and studies as they apply to Fish and Wildlife in the Kaska Nation Traditional Territory; and
  - (l) other matters as agreed to by the Fish and Wildlife Working Group.
- 6.4 Where a priority has been identified in accordance with subsection 6.1 of Appendix E and the Fish and Wildlife Working Group has completed activities in accordance with subsection 6.3 of Appendix E, the Fish and Wildlife Working Group will make best efforts to reach agreement on proposed options which may include:
- (a) proposals for hunting and fishing regulations changes; and
  - (b) other measures that the Province and the Kaska may implement to conserve or recover a population, including Habitat management.
- 6.5 Where the Fish and Wildlife Working Group is unable to reach agreement on proposed options under subsection 5.4 of Appendix E, the Fish and Wildlife Regional Manager and the Kaska Fish and Wildlife Manager may develop separate options.
- 6.6 Where options are developed under subsection 6.4 and 6.5 of Appendix E, these options will be provided to the Natural Resources Council.
- 6.7 The Natural Resources Council will review the options submitted under subsection 6.6 of Appendix E and:
- (a) determine if an additional Fish and Wildlife Working Group meeting would be of value; or
  - (b) develop and forward a Recommendation to the appropriate Provincial Agency and the Kaska Regional Coordinator.
- 6.8 Where the Natural Resources Council has determined that an additional Fish and Wildlife Working Group meeting would be of value, the Natural Resources Council will:
- (a) organize a Fish and Wildlife Working Group meeting and provide additional information to consider;
  - (b) ensure that any options developed through the dialogue are provided to the Natural Resources Council; and
  - (c) based on the information received under subsection 6.8(b), develop and forward a Recommendation to the appropriate Provincial Agency and the Kaska Regional Coordinator.
- 6.9 The Parties accept that a Shared Decision has been made when:
- (a) the Parties have followed the process described in Appendix E; and
  - (b) the Provincial Agency has made a decision in serious consideration of the Recommendation, and other available information.
- 6.10 Upon a Provincial Agency reaching a Shared Decision, the Provincial Agency will communicate that Shared Decision to the Fish and Wildlife Working Group.

6.11 The Provincial Agency will provide a rationale to the Fish and Wildlife Working Group where the Provincial Agency reaches a Shared Decision as described in subsection 6.9 of Appendix E, which is contrary to a Recommendation.

6.12 During the term of this Agreement, and with support by the Kaska:

- (a) the Fish and Wildlife Working Group will undertake a Kaska community needs assessment on Fish and Wildlife harvesting requirements in support of developing options for addressing a Fish or Wildlife Management Concern or Conservation Concern; and
- (b) Kaska will develop and implement methods and policies on how to share information on Fish and Wildlife harvesting in a form acceptable to Kaska communities and the Province.

## 7.0 Monitoring

7.1 The Parties agree to support mentoring opportunities for Kaska members to conduct monitoring activities.

7.2 The Parties agree that harvest monitoring will occur as follows:

- (a) Kaska will be responsible for monitoring and, when required, for implementing measures to limit or control the impact of Kaska members on Fish and Wildlife and their Habitat; and
- (b) Subject to subsection 7.1 of Appendix E, hunting by all other licensed and non-licensed hunters will be monitored and controlled by British Columbia.

7.3 Kaska may provide information in relation to hunting in the Kaska Nation Traditional Territory and how this may impact the AAH.

## 8.0 Funding

8.1 Kaska participation in the process as described in section 6 of Appendix E is funded under this Agreement.

8.2 Both parties will work cooperatively to acquire funds to further the effective management and monitoring of Fish and Wildlife resources, as may be necessary from time to time, including third party funding opportunities.

## APPENDIX F

# CONSERVANCIES, PARKS, ECOLOGICAL RESERVES, AND PROTECTED AREAS COLLABORATIVE MANAGEMENT FRAMEWORK

## 1.0 Definitions

1.1 Words and expressions not defined in this Appendix but defined in the Strategic Engagement Agreement have the meanings ascribed to them in the Strategic Engagement Agreement.

1.2 In this Appendix:

“BC Parks” means the Provincial Agency responsible for Conservancies, Parks, Ecological Reserves and Protected Areas;

“BC Parks Regional Director” means the Northern Regional Director, BC Parks, Ministry of Environment, or designate, including his or her successors;

“BC Parks Representative” means the designated representative assigned by the BC Parks Regional Director;

“Candidate Protected Areas” are areas identified through any of the following: Kaska, Provincial, or Federal initiatives and the applicable legislation; the Strategic Land Use Planning Agreement, Muskwa Kechika Letter of Understanding, and other land use planning processes; or Natural Resource Council activities, where one or more Parties have expressed an interest to pursue protection;

“Conservancies, Parks, Ecological Reserves, and Protected Areas” or (“CPERPA”) means the areas designated under the *Park Act*, *Ecological Reserve Act*, *Environment and Land Use Act*, or the *Protected Areas of British Columbia Act* within the Kaska Nation Traditional Territory;

“Dena K’éh Kusān” or (“DKK”) means the Indigenous Protected and Conserved Area Proposal that encompasses 40,000 square kilometers of core Kaska Lands within the Kaska Nation Traditional Territory in British Columbia.

“Framework” means the Conservancies, Parks, Ecological Reserves, and Protected Areas Collaborative Management Framework as described in Appendix F;

“Joint Operational Activities” means tasks involving surveys, studies, monitoring and annual operations planning that both Parties agree to work collaboratively to complete as described in this Framework;

“Kaska Parks Representative” means the designated representative assigned by the Kaska;

“Kwadacha Nation Land Use Plan” is a Kaska community land use plan is for the Obo River, Finlay River, Fox River, Warneford, and Kwadacha River drainages, and provides land use direction and management approaches based on community, traditional, and scientific knowledge for economic, social, cultural, and environmental values;

“Ne’āh’ Conservancy” means the Ne’āh’ Conservancy designated in 2013 as a Schedule E Conservancy under the *Protected Areas of British Columbia Act 2000*;

“Kaska North Liard Land Use Plan” is a Kaska community land use plan for selected landscapes identified in the plan that provides land use direction and management approaches based on community, traditional, and scientific knowledge for economic, social, cultural, and environmental values;

“Management Plan” means a document that sets out the strategic management direction for a CPERPA over a 10 to 20 year timeframe that is developed with the Kaska and includes input from stakeholders, the public, and other First Nations; and

“Priority Initiatives” means tasks identified in Section 4.2 and 4.3 or as otherwise agreed in writing and confirmed at a Natural Resource Council meeting to be a Priority Initiative.

## **2.0 Principles**

- 2.1 The Parties acknowledge that wildlife populations and ecological systems are dynamic, that knowledge of these natural processes is incomplete, and that uncertainty increases risks.
- 2.2 When performing tasks in accordance to this Framework, the BC Parks Representative and the Kaska Parks Representative will recognize and respect Kaska community expertise and Traditional Knowledge, as information to be considered along with local and scientific knowledge, in relation to the development of Management Plans and implementation of Joint Operational Activities within Conservancies, Parks, Ecological Reserves, and Protected Areas.

## **3.0 Purpose**

- 3.1 The purpose of this Framework is for the Parties to engage on a government-to-government basis with respect to the development and implementation of new opportunities for Management Plans and Joint Operational Activities within Conservancies, Parks, Ecological Reserves, and Protected Areas in a manner that:
  - (a) focuses on maintaining healthy and diverse native species and ecosystems;
  - (b) allows for the sustainable use of fish and wildlife resources;
  - (c) allows for the development and management of compatible recreation and economic opportunities for the benefit of the Kaska Nation and other British Columbians;
  - (d) focuses on protecting cultural and heritage values; and
  - (e) establishes mechanisms to facilitate positive working relationships between the Parties.

## **4.0 Scope**

- 4.1 This Framework applies to CPERPA's within the Kaska Nation Traditional Territory.
- 4.2 Initially, the collaboration under this Framework will focus on Management Plans and Priority Initiatives for Conservancies, Parks, Ecological Reserves, and Protected Areas that are most important to both Parties. This includes:
  - (a) development of a Management Plan for the Ne'ah Conservancy;
  - (b) the Kaska Signage / Interpretive Information Priority Initiative, which will initially focus on Ne'ah Conservancy and Boya Lake Provincial Park;

- (c) completion of the Northern Rocky Mountains Provincial Park Management Plan in the Muskwa Kechika Management Area; and
  - (d) Natural Resource Council to discuss interim mechanisms within existing policy to protect Kaska interests in the DKK, and advance common interests that align with the DKK initiative.
- 4.3 The BC Parks Representative and the Kaska Parks Representative may recommend from time to time additional Priority Initiatives to the Natural Resource Council for approval prior to completing the annual priority tasks in section 5.1.
- 4.4 Upon request by the Natural Resource Council, the BC Parks Representative and the Kaska Parks Representative may provide recommendations to the Natural Resource Council on Candidate Protected Areas. Potential Candidate Protected Areas may include:
- (a) the protected areas as recommended in the Kaska North Liard Land Use Plan;
  - (b) the Obo River area as recommended in the Kwadacha Nation Land Use Plan; and
  - (c) areas identified in our through Provincial and Federal Initiatives.

## 5.0 Process

- 5.1 On an annual basis, the BC Parks Representative and the Kaska Parks Representative, with input from the Natural Resources Council, will identify and agree upon the priority tasks pertaining to the:
- (a) development of Management Plans and implementing of Priority Initiatives as defined in Section 4.2 and Section 4.3; and
  - (b) Joint Operational Activities within CPERPA's.
- 5.2 Where priority tasks are identified in subsection 5.1 of Appendix F, the BC Parks Representative and the Kaska Parks Representative will involve others within their organization to develop and implement a work plan to complete the priority tasks.
- 5.3 Where a priority task concerning the development of a Management Plan has been identified in accordance with subsection 5.1 of Appendix F, the BC Parks Representative and the Kaska Parks Representative will make best efforts to reach agreement on the proposed Management Plan for a CPERPA.
- 5.4 Where the BC Parks Representative and Kaska Parks Representative are unable to reach agreement on the proposed Management Plan under subsection 5.3 of Appendix F, the BC Parks Representative and the Kaska Parks Representatives may develop separate options.
- 5.5 Where options are developed under subsection 5.4 of Appendix F, these options will be provided to the BC Parks Regional Director and the relevant Kaska members of the Natural Resource Council.

The BC Parks Regional Director and the relevant Kaska members of the Natural Resource Council:

- (a) will review the options under subsection 5.5 of Appendix F;
- (b) may seek input from the Natural Resources Council Co-Chairs; and

(c) will develop and forward a Recommendation to BC Parks and the Kaska communities.

5.6 The Parties accept that a Shared Decision has been made when:

- (a) the Parties have followed the process described in Appendix F; and
- (b) BC Parks has made a decision in serious consideration of the Recommendation, and other available information.

5.7 Upon reaching a Shared Decision, BC Parks will communicate that Shared Decision to the Kaska Parks Representative and the Natural Resources Council.

5.8 BC Parks will provide a rationale to the BC Parks Representative and Kaska Parks Representative where BC Parks reaches a Shared Decision as described in subsection 5.8 of Appendix F, which is contrary to a Recommendation.

## **6.0 Monitoring**

6.1 The Parties agree to support training and mentoring opportunities for Kaska members to conduct monitoring activities.

6.2 The Parties agree that monitoring will occur as follows:

- (a) Kaska will have a responsibility for monitoring, and for recommending measures to limit or control, the impact of Kaska members on Conservancies, Parks, Ecological Reserves, and Protected Areas in the Kaska Nation Traditional Territory;
- (b) Subject to subsection 6.1 of Appendix F, park use permits will be monitored and controlled by British Columbia; and
- (c) Kaska may provide information to the BC Parks Representative relating to parks use in the Kaska Nation Traditional Territory and how this may impact the sustainable management of such parks.

## **7.0 Funding**

7.1 Kaska participation in the process as described in section 5 of Appendix F is funded under this Agreement.

7.2 Both Parties will work cooperatively to acquire funds for projects, as may be necessary from time to time, including third party funding opportunities.

## APPENDIX G

# MINES AND MINERAL ACTIVITIES COLLABORATIVE MANAGEMENT FRAMEWORK

## 1.0 Definitions

1.1 Words and expressions not defined in this Appendix but defined in the Strategic Engagement Agreement have the meanings ascribed to them in the Strategic Engagement Agreement and any technical term such as Exploration, Mining, Mineral Title, Mineral Permit, Placer Claim and Reclamation are assumed to be those defined under various statutes, including but not limited to the *Mines Act*, the *Health, Safety and Reclamation Code for Mines*, and the *Mineral Tenure Act*.

1.2 In this Appendix:

“Mineral Working Group” or (MWG) means the designated representatives assigned by the Natural Resources Council Co-Chairs as described in subsection 6.2(c) of this Agreement;

“BC Co-Chair” means the representative identified by the BC Responsible Official to support the delivery of this Framework;

“Kaska Co-Chair” means the representative identified by the Kaska Responsible Official to support the delivery of this Framework;

“Kaska Management Principle” or (KMP) refers to the Kaska ethic that integrated resource management practices are best applied using all sources of knowledge (science, traditional knowledge and local knowledge). To maintain the land, water, and cultural areas over time and across scales, the management approach of preserving and protecting regional, landscape, and stand level features ensure their connectivity across scales and is considered the best method to maintain Kaska values. These principles acknowledge and respect the management direction of Kaska Land Stewards and their application for land use plans, environmental assessments, and permitting of resource development projects;

“Regional Mining Development Review Committee” (RMDRCs) refers to the facilitation body for a multi-agency review process, including, local governments, and Indigenous governments that makes permitting recommendations to the Chief Inspector of Mines for mineral exploration, gravel pit, or quarry operations of a sufficient complexity.

## 2.0 Principles

2.1 The MWG will recognize and respect Kaska community expertise and Traditional Knowledge as information to be considered along with local and scientific knowledge, and may consider the Kaska Management Principles (KMP) and other relevant information when applying this Framework, understanding that mines and mining activities can have cultural and environmental impacts.

2.2 The MWG can provide input into, but not duplicate, a Regional Mining Development Review Committee (RMDRC), any strategic initiative, or any Level Four Working Group.

### **3.0 Purpose**

- 3.1 The purpose of this Framework is to facilitate the Parties' engagement on a government-to-government basis with respect to the mining sector and mining activities in the Kaska Nation Traditional Territory that:
- (a) focuses on sharing relevant, timely, and accurate information;
  - (b) discusses ongoing operational issues with respect to regional exploration and regional mining activity;
  - (c) considers regional exploration and regional mining activity related to operating standards, and their implementation in the Kaska Nation Traditional Territory; and
  - (d) may act as a body for Kaska to provide recommendations to the Province on proposed legislation and policy changes.

### **4.0 Scope**

- 4.1 This Appendix applies to regional exploration and regional mining activities within the Kaska Nation Traditional Territory.

### **5.0 Process**

- 5.1 On an annual basis, the Mineral Working Group Co-Chairs, with input from the Natural Resources Council, will identify and agree upon the priority concerns for discussion within the Kaska Nation Traditional Territory related to regional exploration and regional mining activities.
- 5.2 Where priorities are identified in subsection 5.1 of Appendix G, the Mineral Working Group will facilitate the participation of the appropriate technical officials in the Mineral Working Group.
- 5.3 The Mineral Working Group will develop and implement a workplan which may include the following activities:
- (a) Review proposals for regional exploration and regional mines;
  - (b) Review proposals for regional operational standards;
  - (c) Review activities of mining permit holders in the Kaska Nation Traditional Territory;
  - (d) Review issues for existing regional exploration and mining activities; and
  - (e) Other matters as agreed by both Parties.
- 5.4 Where a priority has been identified in accordance with subsection 5.1 of Appendix G, the Mineral Working Group will endeavour to reach agreement on the proposed options for solutions.
- 5.5 Where the Mineral Working Group is unable to reach agreement on the proposed options under subsection 5.4 of Appendix G, the Mineral Working Group Co-Chairs may develop separate options.
- 5.6 Where options are developed under subsection 5.4 of Appendix G, these options will be provided to the Natural Resource Council.

- 5.7 The Natural Resources Council will review the options submitted under subsection 5.6 of Appendix G and:
- (a) determine if an additional Mineral Working Group meeting would be of value, and if so, hold a Mineral Working Group meeting to provide additional information to consider, ensure options developed are reviewed by the Natural Resource Council, and a recommendation by the Natural Resource Council is forwarded to the appropriate Provincial Agency and the Kaska Regional Coordinator; or
  - (b) develop and forward a Recommendation to the appropriate Provincial Agency and the Kaska Regional Coordinator.
- 5.8 The Parties will endeavor to collaboratively develop recommendations on matters described in Appendix G or other matters referred to the Mineral Working Group by the Natural Resources Council.

## **6.0 Funding**

- 6.1 Kaska participation in the process as described in section 5 of Appendix G is funded under this Agreement.
- 6.2 Both parties will work cooperatively to acquire funds for projects, as may be necessary from time to time, including third party funding opportunities.

## APPENDIX H FUNDING AND REPORTING

### 1.0 Payment Schedule

	<b>Within 30 days of the Effective Date</b>	<b>TOTAL</b>
Annual Payment Dena Kayeh Institute Funds released as outlined in sections 13.1 and 13.2 of the Agreement	\$125,000	\$125,000
Annual Payment Dease River First Nation Funds released as outlined in sections 13.1 and 13.2 of the Agreement	\$75,000	\$75,000
Annual Payment Daylu Dena Council Funds released as outlined in sections 13.1 and 13.2 of the Agreement	\$75,000	\$75,000
Annual Payment Liard First Nation Funds released as outlined in sections 13.1 and 13.2 of the Agreement	\$75,000	\$75,000
Strategic Shared Decisions - major projects Funds released based on Natural Resources Council direction	\$25,000	\$25,000
<b>TOTAL SEA Funding</b>	<b>\$375,000</b>	<b>\$375,000</b>

### 2.0 Annual Report

- 2.1 The Kaska Co-Chair and at least one additional Kaska representative will attend two thirds of the Natural Resources Council meetings.

**APPENDIX I**  
**COUNCIL RESOLUTIONS – LETTER OF SUPPORT**

**APPENDIX J**  
**DENA KAYEH INSTITUTE ACCEPTANCE OF TERMS, CONDITIONS AND OBLIGATIONS**

Notice to Kaska and the Province

The Dena Kayeh Institute agrees to:

- (a) receive funds described in section 13 and Appendix H of the Interim Strategic Engagement Agreement (ISEA);
- (b) facilitate engagement between the Provincial Agencies and the Kaska in accordance with section 3 Shared Decision Framework, and section 4 Collaborative Management Frameworks and Working Groups of the ISEA;
- (c) receive and refer Applications and assist the Kaska to respond to the Province in accordance with the ISEA;
- (d) provide reports to the Province as required under sections 13.3 to 13.5 of the Agreement and 2.1 of Appendix H of the ISEA;
- (e) not submit fee for service requests to the Province;
- (f) maintain confidentiality as required under section 9.4(c) of the ISEA; and
- (g) after receiving notice of the termination of the ISEA, pay to the Province all and any unspent funds received from the Province under the ISEA.

The address and email address for delivery of notice to the Dena Kayeh Institute are set out below:

Dena Kayeh Institute

PO Box 76, Lower Post, BC V0C 1W0  
denakayeh@gmail.com

Signed on the 1 day of April 2023

On behalf of the Dena Kayeh Institute

  
\_\_\_\_\_  
Authorized Signatory

  
\_\_\_\_\_  
Witness