

**Forest and Range Interim Measures Agreement  
(the "Agreement")**

**Between:  
Kamloops Indian Band**

**And**

**Her Majesty the Queen in Right of the Province of British  
Columbia**

**As represented by the Minister of Forests  
(the "Government of British Columbia")**

**(Collectively the "parties")**

**Whereas:**

- The Kamloops Indian Band has Aboriginal Interests within its Area of Interest.
- The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development activities and related economic benefits arising from this development within the Area of Interest.
- The Government of BC has a duty to consult and accommodate as appropriate the Kamloops Indian Band with respect to the Kamloops Indian Band's aboriginal interests that may be infringed by forest and range activities during the term of this Agreement
- The Government of British Columbia intends to fulfil any responsibility it has to consult and to seek workable interim accommodation with the Kamloops Indian Band on forest and/or range resource development activities proposed within the Area of Interest that may lead to the infringement of the Kamloops Indian Band's Aboriginal Interests.
- Kamloops Indian Band has a responsibility to participate in any consultation initiated by the Government of British Columbia, consistent with the common law and the *Forest and Range Practices Act*, in relation to forest and/or range resource development activities proposed within the Area of Interest, that may lead to an infringement of Kamloops Indian Band's Aboriginal Interests.
- The Parties have an interest in seeking workable interim accommodation of Kamloops Indian Band's Aboriginal Interests where forest and/or range resource development activities are proposed within the Area of Interest that

may to lead to the infringement of Kamloops Indian Band's Aboriginal Interests.

- The Government of British Columbia and the Kamloops Indian Band wish to resolve issues relating to forest and/or range resource development activities where possible through negotiation as opposed to litigation.

**Therefore the Parties agree as follows:**

**For the purpose of this Agreement the following definitions apply:**

## **1.0 Definitions:**

- 1.1 "Aboriginal Interests" means asserted and/or proven aboriginal rights and/or aboriginal title.
- 1.2 "Administrative Decision" means one or more of the following decisions made by a person under forestry legislation:
  - the decision setting or varying the Allowable Annual Cut (AAC) for a Timber Supply Area or a Forest Tenure;
  - the issuance, consolidation, subdivision or amendment of a Forest Tenure or a Range Tenure;
  - the adjustment of Animal Unit Month to a Range Tenure;
  - the replacement or extension of a Forest Tenure or a Range Tenure;
  - the disposition of volumes of timber arising from undercut decisions on a Forest Tenure;
  - the conversion of a Timber Sale Licence or Timber Licence to another form of Forest Tenure;
  - the issuance of a Special Use Permit; and,
  - the establishment of an interpretative forest site, recreation site and/or recreation trail.
  - reallocating harvesting rights as a result of the implementation of the Forestry Revitalization Act.
- 1.3 "Area of Interest" means the Kamloops Indian Band's area as defined specifically and only for the purposes of the Agreement and as shown outlined in bold black on the map attached as Appendix "A".
- 1.4 "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.

- 1.5 "Licensee" means a holder of a Forest Tenure or a Range Tenure.
- 1.6 "Operational Decision" means a decision that is made by a person with respect to the statutory approval of a Forest Development Plan, a Forest Stewardship Plan, a Woodlot Licence Plan, a Range Use Plan or a Range Stewardship Plan that has an effect in the Area of Interest.
- 1.7 "Operational Plan" means a Forest Development Plan, Forest Stewardship Plan, a Woodlot Licence Plan, a Range Use Plan, or a Range Stewardship Plan that has an effect in the Area of Interest.
- 1.8 "Range Tenure" means an agreement granting rights over Crown range as defined in the *Range Act*.
- 1.9 "Response Period" means a 60 day period unless otherwise set out in Appendix C. The initiation date of the processes set out in Sections 4 and 5 of this Agreement is the date on which Kamloops Indian Band is notified of an Administrative Decision or Timber Supply Review process, or in the case of Operation Plan reviews, the date on which Kamloops Indian Band receives the plan to be reviewed. The Response Period begins at the initiation date, or such time as additional documents requested by the Kamloops Indian Band and agreed by the Ministry of Forests to be necessary, are delivered to the Kamloops Indian Band. Where an emergency operation arises and/or expedited salvage has to occur, the Response Period will be shortened accordingly, but will not be less than the time period for advertising Operational Plans for those operations, unless specifically stated in Appendix "C" of the Agreement.

## **2.0 Purpose**

The purposes of this Agreement are to:

- 2.1 Increase the Kamloops Indian Band's opportunity for participation in the forest and range sectors, and to encourage sustainable business opportunities for the Kamloops Indian Band in the forest and range sectors.
- 2.2 Provide economic benefits to the Kamloops Indian Band through a forest and/or range tenure opportunity and/or the sharing of revenues received by the Government of British Columbia from forest resource development activities.

- 2.3 Address consultation and to provide an interim workable accommodation as set out in this Agreement, with regard to any infringements of Kamloops Indian Band's Aboriginal Interests that result from Administrative Decisions and/or Operational Decisions relating to forest and/or range resource development activities within the Area of Interest, during the term of this Agreement.
- 2.4 Provide a period of stability to forest and/or range resource development activities on Crown lands within the Area of Interest during the term of this Agreement, while longer-term interests are addressed through other agreements or processes.

### **3.0 Economic Benefits to Kamloops Indian Band**

During the term of this Agreement, the Government of British Columbia will adopt the consultation processes set out in Sections 4.0 and 5.0 of this Agreement and will provide one or more benefits to the Kamloops Indian Band to address consultation and to provide an interim workable accommodation, as set out in this Agreement, in respect of any infringements of the Kamloops Indian Band's Aboriginal Interests that result from Administrative Decisions and/or Operational Decisions relating to forest and/or range resource development activities within the Area of Interest.

#### **3.1 Forest Tenures**

After the execution of this Agreement by the Parties, and after the Government of British Columbia has determined that sufficient volume of timber is available for disposition to the Kamloops Indian Band as a result of the implementation of the *Forestry Revitalization Act*, the Government of British Columbia will invite the Kamloops Indian Band to apply under section 47.3 of the *Forest Act* on a non-competitive basis, for a non-replaceable forest licence (the "licence") for up to 54,540 cubic meters annually in the Kamloops Timber Supply Area, not subject to take back under the *Forestry Revitalization Act* (this volume, 54,540 is comprised of 30,300 cubic meters from the base AAC plus 24,240 cubic meters from beetle uplift AAC).

- 3.1.1 For greater certainty, the maximum volume that may be available under the licence referred to in Section 3.1 will be up to 272,700 cubic meters over 5 years.
- 3.1.2 If the intended holder of the licence(s) is a legal entity other than the Kamloops Indian Band, this Agreement must include supporting documentation (see Appendix B) stating that the intended holder has been validly appointed by the Kamloops Indian Band as its

representative and that the Kamloops Indian Band holds the controlling interest in that legal entity.

- 3.1.3 An invitation to apply for a licence (an "invitation") and any licence entered into as a result of the invitation to apply under this Agreement will be subject to the policies, regulations and statutes of British Columbia as amended from time to time.
- 3.1.4 An invitation will be subject to a condition that prior to the Kamloops Indian Band making an application for the licence, the Ministry of Forests will identify potential operating areas for the licence, and the Parties will work together to identify the operating area for the licence from the potential areas identified. If possible, the operating area will be within the Area of Interest.
- 3.1.5 A licence entered into as a result of an invitation to apply under Section 3.1 of this Agreement will:
  - 3.1.5.1 be for a term of no longer than 5 years, as determined by the Government of British Columbia;
  - 3.1.5.2 contain other terms and conditions required by law, including the condition that the Kamloops Indian Band must comply with this Agreement; and,
  - 3.1.5.3 include other terms and conditions as may be required by the regional manager, and may also include a term that the Kamloops Indian Band may not dispose of the licence or an interest in the licence other than in accordance with the *Forest Act*.
- 3.1.6 If the term of the licence entered into as a result of an invitation to apply under this Agreement exceeds the term of this Agreement, then that licence may be referenced in and considered to be an economic benefit that addresses consultation and provides an interim workable accommodation in respect of any infringement of the Kamloops Indian Band's Aboriginal Interests, in any subsequent interim measures agreement between the Kamloops Indian Band and the Government of British Columbia, for the purposes described in Section 3.0.
- 3.1.7 The Government of British Columbia may invite the Kamloops Indian Band to apply for a subsequent licence under the *Forest Act* for a term that would commence after the expiration of this Agreement provided that the Government of British Columbia and the Kamloops Indian Band enter into a further interim measures

agreement providing for a further invitation(s) to apply for a forest tenure(s) and the Government of British Columbia has determined that there is sufficient volume of timber available to Kamloops Indian Band for disposition.

- 3.1.8 The Government of British Columbia does not guarantee the financial outcomes of any forest and/or range tenures made available to the Kamloops Indian Band pursuant to this Agreement.
- 3.1.9 The Government of British Columbia will provide one time funding, not to exceed a total of \$25,000, to the Kamloops Indian Band to explore the economic feasibility of a variety of timber processing and marketing strategies. This funding will be provided through a separate agreement which will outline the funding terms and project deliverables.

## **3.2 Revenue Sharing**

- 3.2.1 During the term of this Agreement, the Government of British Columbia will pay to the Kamloops Indian Band \$503,992 annually, payable in quarterly instalments, for purposes described in Section 3.0
- 3.2.2 The funding commitment set out in Section 3.2.1 will be, after one year from the date of this Agreement, subject to the availability of annual appropriations for that purpose by the Government of British Columbia. Upon the Government of British Columbia completing its fiscal year budgets for time periods after one year from the date of this Agreement, the Government of British Columbia will advise the Kamloops Indian Band whether or not the Government of British Columbia foresees an inability to pay the amounts set out in Section 3.2.1
- 3.2.3 For the purposes of determining amounts for partial years, one-fourth (i.e.  $\frac{1}{4}$ ) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.
- 3.2.4 Upon signing of this Agreement, the Kamloops Indian Band will be paid the full revenues for the quarter in which the Agreement is signed with subsequent payments being made at the end of each quarter.
- 3.2.5 The Kamloops Indian Band will maintain financial records and prepare financial statements in accordance with generally accepted accounting principles for each year of this Agreement.

- 3.2.6 Upon request, The Kamloops Indian Band will conduct an audit of the revenue sharing expenditures and will provide a copy of the audit to the Government of British Columbia.
- 3.2.7 The revenues that are provided to the Kamloops Indian Band are to be used in a manner exclusively determined by the Kamloops Indian Band

### **3.3 Range Tenure**

- 3.3.1 The Government of British Columbia is aware of the Kamloops Indian Band's interest in acquiring rights to Crown range if they become available for disposition .
- 3.3.2 If the Government of British Columbia determines that licenses for Crown range are available for direct disposition within the Area of Interest, the Government of British Columbia will, subject to the *Range Act* (or any legislation that replaces the *Range Act*), invite the Kamloops Indian Band to apply for such range licenses on a non-competitive basis; provided that any such license or licenses shall not exceed 1000 AUMs.
- 3.3.3 If a Range Tenure is provided pursuant to section 3.3.2 of this Agreement, it will be considered to be an economic benefit for the purposes of section 3.0 of this Agreement.

### **3.4 Recreation**

- 3.4.1 The Government of British Columbia is aware of the Kamloops Indian Band's interest in obtaining direct award contracts related to 'capital improvements' (such as structural or site construction) on forest service recreation sites within their Area of Interest. The Parties recognize that any Government of British Columbia decision to invite or direct award tenders is discretionary, and subject to current policy and legislation.

### **3.5 Competitive Opportunities**

This agreement shall not exclude the Kamloops Indian Band's from participating in other forestry and/or range economic opportunities on a competitive basis. If the Kamloops Indian Band has obtained or obtains further forest and/or range tenure(s) or opportunity(ies) on a competitive basis, then those forest and/or range tenures or opportunities will not be considered to be an economic benefit pursuant to this Agreement.

#### **4.0 Consultation and Accommodation Regarding Operational Plans**

- 4.1 The Government of British Columbia agrees to consult with the Kamloops Indian Band on Operational Plans that may potentially infringe the Kamloops Indian Band's Aboriginal Interests within the Area of Interest, except for any economic component of those interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0 of this Agreement.
- 4.2 At the request of the Kamloops Indian Band, the Government of British Columbia will provide, or require a Licensee to provide, an Operational Plan proposed within the Area of Interest, and supporting documents, to the Kamloops Indian Band.
- 4.3 During the term of this Agreement, the Kamloops Indian Band agrees that, in consideration of the economic benefits provided by the Government of British Columbia in Section 3.0 (provided that such economic benefits are received) and adherence to the consultation process in Section 4.0 and 5.0 of this Agreement, the Government of British Columbia has fulfilled its duties to consult and to seek interim workable accommodation with respect to the economic component of potential infringements of the Kamloops Indian Band's Aboriginal Interests in the context of Operational Decisions that the Government of British Columbia will make, and any forest or range practices that may be carried out under an Operational Plan, in the Area of Interest
- 4.4 The Kamloops Indian Band agrees to fully participate, as set out in this section, in the review of all Operational Plans dealing with forest and range development activities within the Area of Interest provided to them by the Government of British Columbia and by Licensees.
- 4.5 In reviewing and responding to an Operational Plan submitted to them, the Kamloops Indian Band will, within the Response Period, provide the Government of British Columbia with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities within the Area of Interest, other than the economic component of those Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0



- 4.6 Upon receiving the response from the Kamloops Indian Band as specified in Section 4.5, the Government of British Columbia and the Licensee, where the circumstances indicate that the Licensee's participation is appropriate, will discuss and attempt to resolve with the Kamloops Indian Band any operational impacts on the Kamloops Indian Band's Aboriginal Interests that may occur as a result of proposed forest and/or range resource development activities proposed in the Operational Plan within the Area of Interest, other than the economic component of those Aboriginal Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.
- 4.7 If no response is received from the Kamloops Indian Band within the Response Period, then the Government of British Columbia may conclude that the Kamloops Indian Band does not intend to respond or participate in the consultation process in respect of the Operational Plan and that a decision on the Operational Plan may proceed.
- 4.8 In making a final decision on an Operational Plan, the Government of British Columbia will fully consider information it receives from the Kamloops Indian Band, whether received directly, or through a Licensee and will consider whether concerns identified by the Kamloops Indian Band have been addressed.
- 4.9 Through this Agreement the Government of British Columbia will make reasonable efforts to keep the Kamloops Indian Band informed of relevant legislative and regulatory changes and will ensure that information on relevant changes to the forest legislation will be a standing agenda item at meetings of the Joint Advisory Committee established between the Kamloops Indian Band and the Ministry of Forests under section 6.0.

## **5.0 Consultation and Accommodation Respecting Administrative Decisions**

- 5.1 The Government of British Columbia will provide to the Kamloops Indian Band on an annual basis a list of all proposed Administrative Decisions anticipated within the year that will have an effect in the Area of Interest, and either upon the request of the Kamloops Indian Band or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to the Kamloops Indian Band an updated list.
- 5.2 The Government of British Columbia will meet with the Kamloops Indian Band at mutually agreed times throughout the year to

provide an opportunity for the Kamloops Indian Band to make known to representatives of the Government of British Columbia their concerns and comments relative to the effect of the Administrative Decision(s) on their Aboriginal Interests within the Area of Interest.

- 5.3 The Government of British Columbia will include the Kamloops Indian Band in public Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act* for the Kamloops Timber Supply Area.
- 5.4 The Kamloops Indian Band agrees to fully participate, within the Response Period, in public Timber Supply Review processes by providing all reasonably available information about their Aboriginal Interests within the Area of Interest potentially affected by AAC determinations to be made pursuant to Section 8 of the *Forest Act*.
- 5.5 The Parties acknowledge that the public Timber Supply Review processes will be consistent with approved land use plans when higher-level objectives have been established.
- 5.6 If after considering the concerns and comments of Kamloops Indian Band, the statutory decision maker is of the opinion that an Administrative Decision creates a potential infringement of the Kamloops Indian Band's Aboriginal Interests that is not adequately addressed by the economic benefits provided by the Government of British Columbia in Section 3.0, the statutory decision maker will seek to address the concerns and comments in the Administrative Decision or through the process in Section 4.0 of this Agreement.
- 5.7 The Government of British Columbia will provide a response to the Kamloops Indian Band as to how their concerns raised in Section 5.2 have been addressed.
- 5.8 The Kamloops Indian Band agrees that in consideration of the economic benefits provided by the Government of British Columbia in Section 3.0 (provided that such economic benefits are received) and adherence to the consultation processes in Sections 4.0, and 5.0 of this Agreement, the Government of British Columbia has fulfilled its duties to consult and to seek an interim workable accommodation with respect to the economic component of potential infringements of Kamloops Indian Band's Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement.

- 5.9 Kamloops Indian Band further agrees that, in consideration of Sections 5.1 to 5.7 of this Agreement, the Government of British Columbia has, for the purposes of this Agreement, developed an adequate consultation and interim workable accommodation process with respect to potential infringements of their Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement that may go beyond the economic component of the Kamloop Indian Band's Aboriginal Interests.

## **6.0 Joint Advisory Committee**

- 6.1 The Parties will establish a joint Advisory Committee (the "Committee") which will be comprised of three representatives of the Band and three representatives from the Ministry of Forests .
- 6.2 Upon execution of this Interim Agreement, the Ministry of Forests and the Kamloops Indian Band will appoint their representatives and alternative representatives and give notice of those appointments to the other Party, and may from time to time substitute other appointees with further notice to the other Party. The alternative representative may act as a Party's representative on the Committee in the absence of primary representative.
- 6.3 The Committee will hold its first meeting within 60 days of the effective date of this Agreement.
- 6.4 The purpose and duties of the Committee will be:
- 6.4.1 to oversee the implementation of this Agreement;
  - 6.4.2 to share information on proposed forest and range developments;
  - 6.4.3 to share information on possible opportunities for the participation of the Kamloops Indian Band in the forestry and range sector;
  - 6.4.4 to provide a forum for the Band to identify it's Aboriginal Interests and concerns respecting potential infringements of those Interests;
  - 6.4.5 to identify measures that will seek to address those Aboriginal Interests and concerns as early in the forestry operational planning process as possible; and

6.4.6 to address matters referred to the Committee by written agreement of the parties to this Interim Agreement

- 6.5 Representatives to the Committee shall have a mandate to make recommendations to their respective principals.
- 6.6 The Committee may invite guests to its meetings where the attendance of such guests is deemed to be valuable to the Committee.
- 6.7 The Committee will ensure that minutes of meetings are kept.
- 6.8 The Committee may, by agreement of the representatives of the Parties, establish rules of procedure that are not inconsistent with this Agreement but in any event the attendance of at least one representative from the Ministry of Forests and one representative from the Kamloops Indian Band will be required for a quorum for a meeting of the Committee.
- 6.9 The Kamloops Indian Band's representatives to the Committee may make reasonable requests for copies of any planning related assessments, so far as legislation permits such to be provided, that are necessary for the Band to meet its obligations under this Agreement.
- 6.8 To monitor response periods in Appendix C and make recommendations for adjustment.

## **7.0 Stability for Land and Resource Use**

7.1 Kamloops Indian Band will respond immediately to any discussions initiated by the Government of British Columbia and will work co-operatively to assist in resolving any issues that may arise where acts of illegal interference occur by Kamloops Indian Band members, over whom the Chief and Council may or may not have control, with provincially authorized activities related to forest and/or range resource development including timber harvesting and range use.

## **Dispute Resolution:**

- 8.1 If a dispute arises between the Government of British Columbia and Kamloops Indian Band regarding the interpretation of a provision of

this Agreement the Parties will be guided by the dispute resolution ladder process described in section 8.2.

- 8.2 The dispute resolution ladder below is a guide for the parties of this Agreement which encourages them to follow measured steps towards clarifying facts related to a dispute and then resolving the dispute.
- 8.2.1 Step 1: Each party will assign a negotiator and they will meet in a timely fashion to clarify information and describe the dispute. Proceed to step 2.
- 8.2.2 Step 2: The negotiators will try to resolve the dispute in a timely manner. If the matter is not resolved, proceed to step 3.
- 8.2.3 Step 3: The negotiators will evaluate whether a mediator should be hired (both parties sharing the cost equally). If a mediator is hired and he/she does not assist in reaching agreement, or the negotiators decide not to use a mediator, then proceed to step 4.
- 8.2.4 Step 4: The negotiators will prepare a joint written briefing note describing the disputed matter which will be presented to more senior levels of the Government of British Columbia and Kamloops Indian Band. If senior levels cannot reach agreement then proceed to step 5.
- 8.2.5 Step 5: If the dispute is not resolved each party may exercise their discretion regarding other legal measures or the termination of this Agreement as set out in section 9.2.5.

## **9.0 Term**

- 9.1 This Agreement will take effect on the date on which the last Party has executed it.
- 9.2 This Agreement will terminate on the occurrence of the earliest of any of the following events:
- 9.2.1 five years from the date this Agreement is executed;  
or,
- 9.2.2 the coming into effect of an agreement between the parties that addresses long term reconciliation of Kamloops Indian Band's claims of aboriginal title and rights with the sovereignty of the Crown; or,
- 9.2.3 the mutual agreement of the Parties; or,

9.2.4 the date on which the Government of British Columbia cancels the economic benefit(s) under this Agreement pursuant to Section 10.0; or,

9.2.5 upon written notice of withdrawal from this Agreement by either Party, which will take effect 90 days following receipt of the notice by the other Party.

9.3 If this Agreement is terminated in accordance with Section 9.2.3 or 9.2.5 then the Government of British Columbia may terminate the economic benefits under this Agreement.

## **10.0 Suspension or Cancellation of Economic Benefits by the Government of British Columbia:**

10.1 Without limiting the actions that may be taken by the Minister of Forests or by the Government of British Columbia, the Government of British Columbia or a person authorized by the Minister may suspend or cancel revenue sharing payments and the licence(s) entered into as a result of the invitation under this Agreement, if the Minister or a person authorized by the Minister determines that Kamloops Indian Band is not in compliance with this Agreement.

10.2 Prior to taking any action referred to in Section 10.1, the Government of British Columbia will provide notice to Kamloops Indian Band of any alleged contravention of this Agreement that may lead Kamloops Indian Band being determined to not be in compliance with this Agreement.

10.3 If, during the term of this Agreement, Kamloops Indian Band challenges or supports a challenge to, an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions/plans, by way of legal proceedings or actions that unlawfully interfere with forest development on the basis that the economic benefits set out in Section 3.0, and the consultation processes set out in Sections 4.0 and 5.0 of this Agreement are not adequate or sufficient to:

10.3.1 provide adequate consultation, to substantially address Kamloops Indian Band's concerns and to provide an interim workable accommodation in respect of any potential infringements of Kamloops Indian Band's Aboriginal Interests with regard to Administrative Decisions relating to forest and/or range resource development activities within the Area of Interest, or

- 10.3.2 substantially address the economic component of Kamloops Indian Band's Aboriginal Interests with regard to Operational Decisions relating to forest and/or range resource development activities within the Area of Interest,

then, without limiting any other remedies that may be available to the Government of British Columbia, the Government of British Columbia may suspend or cancel the economic benefits set out in Section 3.0

- 10.4 If the Minister or a person authorized by the Minister cancels any economic benefits as a result of this Agreement, then this Agreement may be terminated.
- 10.5 At the option of the Kamloops Indian Band, this Agreement may be terminated in the event that the Government of British Columbia fails to deliver the revenue sharing pursuant to Section 3.2.1 or the Minister does not decide to grant the licence(s) pursuant to Section 3.1, or the economic benefits are otherwise withdrawn, suspended or cancelled.

## **11.0 Renewal of the Agreement**

- 11.1 Prior to this Agreement terminating in accordance with Section 9.2, and subject to Section 11.3, if the terms and conditions of this Agreement are being met, the Government of British Columbia and Kamloops Indian Band will seek the necessary authorities and approvals to renew this Agreement.
- 11.2 Any subsequent forestry agreement between the Government of British Columbia and Kamloops Indian Band may provide for an opportunity to acquire a forest tenure and/or other economic benefits, as well as other terms and conditions that are agreed to by the Parties.
- 11.3 The revenue sharing set out in this Agreement reflects an amount that the Government of British Columbia is willing to pay, subject to available appropriations, as an interim measure and Kamloops Indian Band has agreed to accept as an interim measure for the term of this Agreement.

## **12.0 Amendment of Agreement**

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

## **13.0 Entire Agreement**

- 13.1 This Agreement and any amendments to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

## **14.0 Notice**

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

### **British Columbia**

Deputy Minister  
Ministry of Forests  
P.O.Box 9525  
STN PROV GOVT  
Victoria B.C.  
V8W 9C3  
Telephone: (250) 387-3656  
Facsimile: (250) 953-3687

### **Kamloops Indian Band**

Chief and Council  
Kamloops Indian Band



100-315 Yellowhead Highway  
Kamloops B.C.  
V2H 1H1  
Telephone: (250) 828-9700  
Facsimile: (250) 372-8833

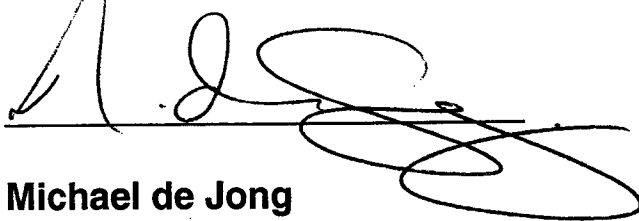
## 15.0 Miscellaneous

- 15.1 Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any Government decision-maker.
- 15.2 This Agreement is not a treaty or a lands claims agreement within the meaning of section 25 and 35 of the *Constitution Act, 1982* and does not recognise, define, amend, affirm, deny or limit any priorities afforded to aboriginal rights, including aboriginal title, or treaty rights, other than as provided in this Agreement.
- 15.3 Subject to Section 10.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 15.4 This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements that may result from decisions contemplated by this Agreement during the term of this Agreement. Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement.
- 15.5 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations
- 15.6 The applicable laws of British Columbia and Canada shall govern this Agreement.
- 15.7 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

This agreement is dated for reference March 24, 2005

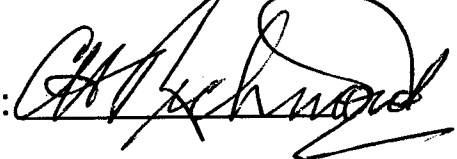
**Signed on behalf of:**

Government of British Columbia

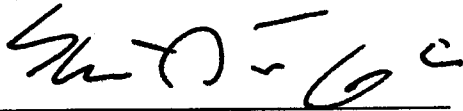


**Michael de Jong**  
Minister of Forests

Date: March 24, 2005.

Witness: 

**Signed on behalf of:**  
Kamloops Indian Band



**Shane Gottfriedson**  
Chief, Kamloops Indian Band


Date: MARCH 24, 2005

Witness: John Jules.

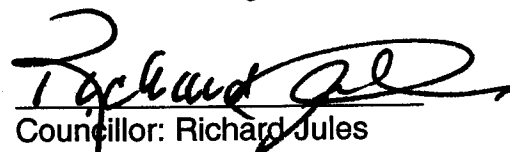


Councillor: Evelyn Camille

Councillor: George Casimir



Councillor: Gayle Gottfriedson



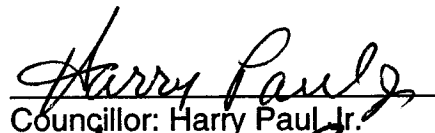
Councillor: Richard Jules



Councillor: Connie Leonard



Councillor: Bill Paul



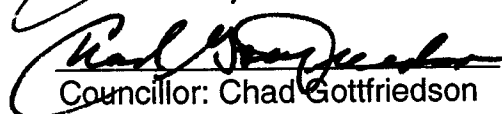
Councillor: Harry Paul, Jr.



Councillor: Fred Seymour



Councillor: Vicki Manuel

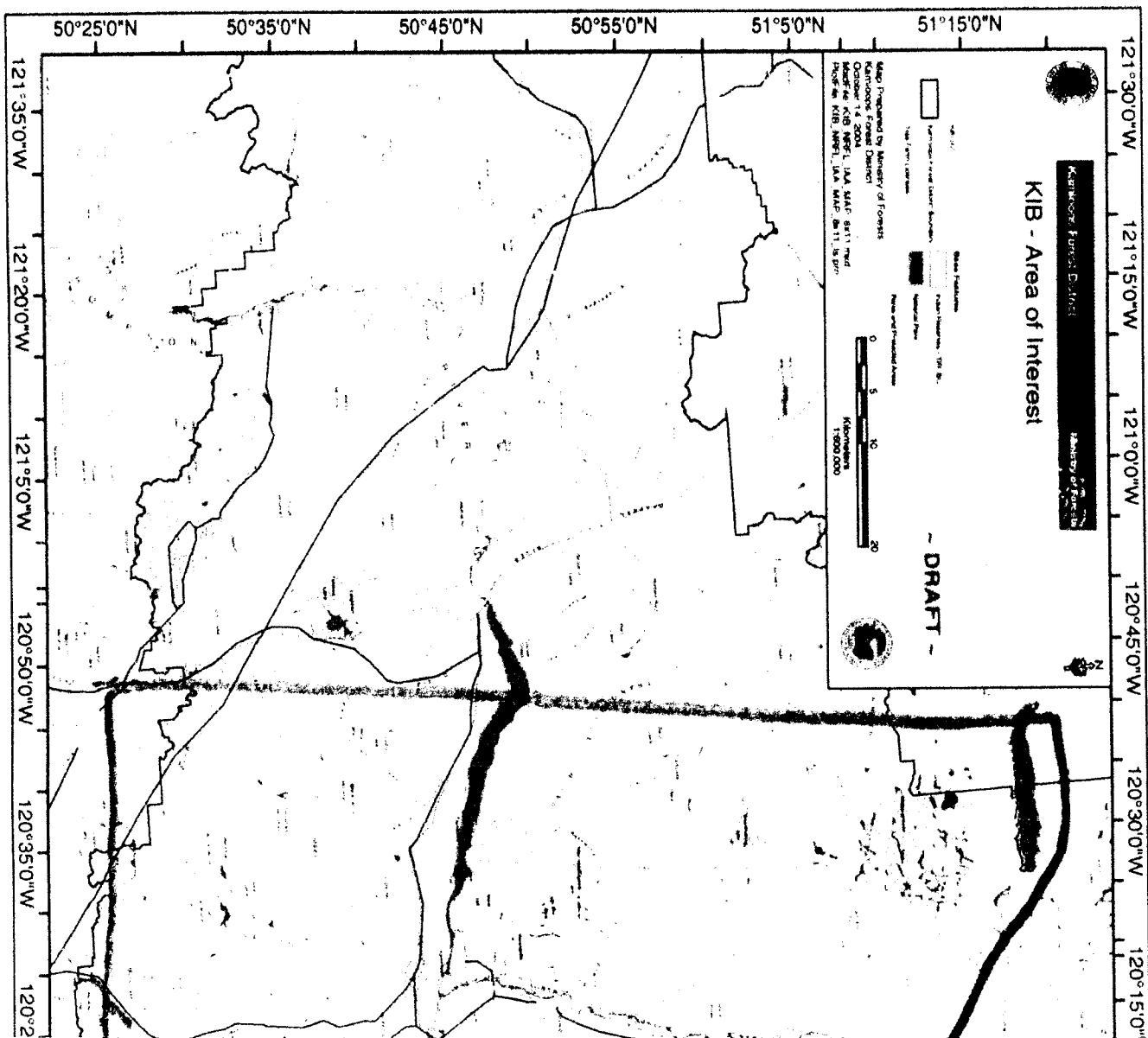


Councillor: Chad Gottfriedson

**APPENDIX A**

***KAMLOOPS INDIAN BAND AREA OF INTEREST***





## APPENDIX B

### ***Description and Documentation pertaining to the Intended Holder of the licence***

Please complete part A or B, whichever is appropriate, and attach appropriate documentation:

A) Applicant for the license (i.e. Kamloops Indian Band)

Kamloops Indian Band

OR

B) Full legal name, or corporate description of the legal entity, authorized to represent the applicant of the licence

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- (i) Copy attached of legal instrument (letter) authorizing that legal entity to be their representative;
  - (ii) Copy attached of the ownership structure of the legal entity (the intended holder of the licence); and,
  - (iii) Copy of verification that the applicant has the controlling interest in that legal entity.

**APPENDIX "C"**

It is understood and agreed by the parties that should circumstances dictate a shorter or longer response period for either party, that each party will endeavour in good faith to accommodate such shorter or longer response period upon being notified of such circumstances. This appendix is a framework which can be modified by agreement of both parties on a regular basis, as it is a working document.

**First Draft of First Nations Forestry Consultation Process**

Forestry-related Activity Requiring Consultation	Timeframe for Consultation Process	Consultation Meetings in the Community	Information Package Delivery Methods
<ul style="list-style-type: none"> <li>Forest Development Plans (FDP)/Forest Stewardship Plans (FSP)</li> <li>Major Amendment to a FDP/FSP</li> <li>New area-based tenure</li> <li>Range Use Plans</li> </ul>	Target 60 (can request extension in special circumstances)	Yes	Hand delivery/ courier delivery
<ul style="list-style-type: none"> <li>Recreation Site development/deactivation</li> <li>Recreation Trail development/deactivation</li> <li>Forestry Plan for Innovative Forestry Practices Agreement</li> <li>New tenures or tenure replacements</li> </ul>	60 days	If requested by the Community Contact	Mail delivery
<ul style="list-style-type: none"> <li>FDP/FSP amendments for Expedited Major Salvage</li> <li>FSP/FSP for Woodlot License</li> <li>Community Forest Pilot Agreement</li> <li>Road Permit if not included within a FDP</li> <li>Licence to Cut/Special Use Permits if not previously referred (ie major gravel pit)</li> <li>Strategic Bark Beetle Management Plan</li> </ul>	10 days  30 days 30 days 30 days 30 days  30 days	No	Fax Hand delivery Courier delivery
<ul style="list-style-type: none"> <li>Policy, Legislation &amp; Regulations that are for public release and may impact on aboriginal interests</li> <li>Emergency Beetle Harvesting</li> <li>Emergency Approval of FDP or Emergency Amendment to FDP (Sec 42(1) FPC)</li> </ul>	Notification only	No	Mail delivery or Hand delivery