

# LAKE BABINE NATION

## *Foundation Agreement*



Canada 



BRITISH  
COLUMBIA

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**LAKE BABINE NATION  
FOUNDATION AGREEMENT**

**BETWEEN:**

**Lake Babine Nation**, on behalf of itself and Lake Babine Nation people, as represented by its Chief and Council  
(**"Lake Babine Nation"**)

**AND:**

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

**AND:**

**Her Majesty the Queen in Right of Canada**, as represented by the Minister of Crown-Indigenous Relations (**"Canada"**)

(Individually a "Party" and collectively the "Parties")

**Whereas:**

- A. Lake Babine 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 central British Columbia, which is illustrated in Schedule F of this Agreement and to which it remains deeply connected to this day. Lake Babine Nation has five communities within the Territory and an extensive population residing away from the Territory.
- B. The Province and Canada are committed to working collaboratively with Lake Babine Nation to implement its Section 35 Rights, including Aboriginal title.
- C. In 1906, Lake Babine Nation and Canada entered into an agreement generally known as the "Barricade Agreement".
- D. In *Tsilhqot'in Nation v. British Columbia*, 2014 SCC 44, the Supreme Court of Canada ruled that the Tsilhqot'in Nation has established Aboriginal title and confirms that Aboriginal title exists in British Columbia. That decision motivates the Parties to move beyond the denial of Indigenous rights that led to disempowerment and assimilationist policies and practices into a new nation-to-nation relationship based on reconciliation, and the recognition and implementation of rights and title.
- E. In August 2016, Lake Babine Nation and the Province embarked on an innovative, accelerated path to achieve reconciliation through a Foundation Agreement that would include concrete steps to meet the challenge of recognition, reconciliation and implementation of Lake Babine Nation's Section 35 Rights, promote social and community well-being, and regional economic growth and predictability over a 20-year term.
- F. On May 10, 2016, Canada fully endorsed the *United Nations Declaration on the Rights of Indigenous Peoples* without qualification and committed to implementing UNDRIP in a manner consistent with the Canadian constitution in partnership with Indigenous Peoples, and on September 13, 2017 the Province committed to working in partnership with Indigenous peoples to embrace and implement UNDRIP and has enacted the *Declaration on the Rights of Indigenous Peoples Act* that provides a framework for the implementation of UNDRIP in British Columbia.
- G. In July 2017, Canada issued the *Principles respecting the Government of Canada's relationship with Indigenous Peoples* and, in May 2018, the Province issued the *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples*; these principles being rooted in section 35 of the *Constitution Act, 1982*, guided by UNDRIP and informed by the Truth and Reconciliation Commission's Calls to Action and the Report of the Royal Commission on Aboriginal Peoples.
- H. Since the fall of 2016 and as confirmed in their Foundation Pathway Agreement of March 16, 2017, Lake Babine Nation and the Province have been developing a joint vision to implement Lake Babine Nation's Section 35 Rights, promote social and community well-being, regional economic growth and predictability, and transform their relationship into a strong, government-to-government working relationship.
- I. In November 2018, Lake Babine Nation, the Province and Canada entered into the "Tripartite Memorandum of Understanding to Guide Rights Implementation and Recognition Negotiations" providing a framework to guide tripartite exploratory discussions towards the completion of an agreement dealing with the matters set out herein and in which the Parties endeavoured to develop a shared vision that would be consistent with the joint vision.

**NOW THEREFORE** the Parties agree as follows:

**1.0 PURPOSE**

1.1 **Purpose.** The purpose of this Agreement is to set out measures to quickly start transforming the Parties' relationship and Lake Babine Nation's on-the-ground reality and to set a framework to:

- (a) establish a long-term relationship between the Parties through which substantial progress in reconciliation consistent with section 35(1) of the *Constitution Act, 1982*, and guided by UNDRIP will be advanced;
- (b) set out longer-term, flexible, progressive and dynamic approaches for building and meeting shared aspirations for positive and strong individual, community, cultural, environmental and economic outcomes;
- (c) foster transformative change in the relationship between the Parties that is staged, structured, collaborative and transparent, includes all critical stakeholders and the public as required; and
- (d) allow the Parties to learn and adjust course as appropriate as their relationship unfolds over time.

**2.0 STRUCTURE AND LEGAL STATUS**

2.1 This Agreement sets out an overarching Tripartite Vision and additional topic-specific vision statements. These are all aspirational statements meant to guide the Parties as they negotiate and seek to implement the various subject matters set out in this Agreement. The Tripartite Vision and the topic-specific vision statements do not create any legally binding obligations on any Party.

2.2 This Agreement sets out legally binding Immediate Measures designed to begin transforming the relationship between Lake Babine Nation and the Province on the Effective Date, which are listed in Schedule B of this Agreement.

2.3 Canada will seek authorities as soon as possible after the Effective Date to provide immediate benefits in the initial phase of this Agreement once it has co-developed with Lake Babine Nation and, as appropriate, the Province, proposed terms for those authorities based on the Visions, Immediate Measures, Milestones, and Key Steps.

2.4 This Agreement also sets out Milestones and Key Steps for each topic-specific vision statement. The Milestones and their associated Key Steps provide a roadmap of the work that the Parties will strive to complete collaboratively in each topic area, and they include the Parties' intended timeframes.

2.5 Those Milestones and Key Steps that are legally binding on Lake Babine Nation and the Province are listed in Schedule B of this Agreement. For greater certainty, the timeframes identified for those Milestones and Key Steps are not legally binding.

2.6 Except as stated in section 2.5, the Milestones and Key Steps in this Agreement, including the intended timeframes, do not create legally binding obligations on any Party other than a commitment by the Parties to negotiate and seek further authorities in good faith in order to advance the work that the Milestones and Key Steps describe. The Parties recognize that wherever the Milestones and Key Steps state that Lake Babine Nation, the Province, and Canada “will negotiate and seek to reach agreement,” they will require further decisions, authorities, policies and approvals from their principals to complete those Milestones and Key Steps, which may include:

- (a) in the case of the Province, Cabinet and Treasury Board approvals;
- (b) in the case of Canada, Finance, Cabinet and Treasury Board approvals.

### **3.0 TRIPARTITE VISION**

3.1 **Tripartite Vision.** The Parties’ Tripartite Vision is:

- (a) The Parties have transformed their relationship into one that respects Lake Babine Nation’s inherent right of self-government as part of Canada’s evolving system of cooperative federalism;
- (b) The Parties work collaboratively on issues of mutual concern;
- (c) Lake Babine Nation is prosperous, self-sufficient, healthy, unified and self-governing;
- (d) Lake Babine Nation’s Section 35 Rights are implemented in accordance with section 35(1) of the *Constitution Act, 1982*. This involves:
  - i. core lands in the Territory under Lake Babine Nation ownership, self-government jurisdiction and control,
  - ii. strong and meaningful collaboration between Lake Babine Nation and the Province on major lands and resource decisions in other areas of the Territory, additional, targeted, land and resource protection measures to maintain a healthy Territory, and
  - iii. access to lands and resources for Lake Babine Nation to pursue major economic development opportunities;
- (e) Lake Babine Nation’s distinct identity as Indigenous people is recognized, respected, and celebrated. Its culture, including the Balhats and the Nat’oot’en language, thrives as the enduring foundation for the continued healing and recovery from the effects of colonialism and serves as a source of pride, resilience and identity for all its Citizens, including those living away from the Communities;
- (f) Under self-government, Lake Babine Nation’s Indigenous Laws, programs, services and policies are rooted in its culture and strengthen its ability to effectively care for its Citizens, including the most vulnerable;

- (g) Lake Babine Nation has healthy and thriving families with deep connections to culture, language, and community and in which all Lake Babine Nation children are raised. Families, including children with special needs, are supported with local programs and services;
- (h) Lake Babine Nation Citizens are well-educated and prepared to seize economic opportunities, including those in Lake Babine Nation's own government and businesses;
- (i) Lake Babine Nation Citizens enjoy safe and vibrant Communities. Lake Babine Nation has made significant investments to revitalize the communities of Woyenne, Fort Babine, Tachet, Donald's Landing/Pinkut and Old Fort. The Communities have appropriate infrastructure, programs and services;
- (j) Lake Babine Nation Citizens and Communities are served and supported by a restorative justice system, and they have strengthened the application of many of their own laws;
- (k) Lake Babine Nation and its Communities are significant participants in the regional economy. They enjoy prosperity and greater economic self-sufficiency. Lake Babine Nation's culture and Section 35 Rights are respected, and as a recognized regional leader in social innovation and economic development, its working relationships with neighbouring communities are mutually respectful, productive and benefit the region's citizens and communities;
- (l) The Territory provides a healthy natural environment for Citizens, other residents, and visitors to enjoy; and
- (m) Lake Babine Nation's relationships with neighbouring Indigenous nations, local government, citizens and industry in its Territory embody innovation, collaboration, problem-solving and true partnerships based on recognition and respect. These relationships promote predictable and transparent decision-making regimes and create sustainable opportunities for all the region's citizens to prosper. They foster harmony, predictability, well-being and prosperity for the region as a whole.

#### **4.0 PRINCIPLES**

4.1 **Principles.** Under this Agreement the work of the Parties will be guided by the following principles:

- (a) *Progressive and Incremental:* They will begin to transform their relationship and implement their vision immediately, but the overall transformation will happen step-by-step, with new measures building on previous achievements;
- (b) *Dynamic and Flexible:* They will adjust their plans and their work to effectively address new or changed circumstances or priorities;
- (c) *Innovative:* They will be open to creative and ground-breaking ways to transform their relationship and implement their vision;

- (d) *Holistic*: They recognize that a strong Lake Babine Nation culture, the implementation of Lake Babine Nation's Section 35 Rights, a healthy natural environment, sustainable economic development, strong social programs, policies and governance are all deeply interconnected and essential to implementing their vision;
- (e) *Culturally Appropriate*: Their work will be informed by Lake Babine Nation's own culture, values and laws;
- (f) *Inclusive*: They will encourage the participation of local governments, other public bodies and industry in their work on issues relating to them. As well, individuals, communities, organizations and industry throughout the Territory have roles to play to support the work under this Agreement; and
- (g) *Measurable Progress*: The outcomes of their work will be measurable and monitored to ensure accountability of Lake Babine Nation, the Province and Canada and to promote the success of this Agreement.

4.2 **Funding and Resourcing.** The Parties agree that the provision of funding and resourcing to Lake Babine Nation by Canada and the Province is essential to the successful implementation of this Agreement.

## 5.0 NEGOTIATION AND IMPLEMENTATION FUNDING

5.1 **Provincial Funding - Immediate Measure 1.** The Province will provide Lake Babine Nation negotiation support funding and funding to support the implementation of this Agreement in accordance with Schedule C.

5.2 **Federal Funding.** Any federal funding that may be provided as a result of negotiations pursuant to this Agreement will be subject to the completion of one or more funding agreements between the Parties setting out all relevant terms and conditions of the funding and will be subject to:

- (a) the appropriation of funds by the Parliament of Canada; and
- (b) Canada's funding policies, directives, and processes, including applicable Treasury Board policies and directives on transfer payments.

## 6.0 LANDS

### 6.1 Lands – Vision

Lake Babine Nation's Aboriginal title and inherent right of self-government are implemented, as intended by UNDRIP and in a manner consistent with the Canadian constitution. The Province and Canada have provided legal recognition and protection to Lake Babine Nation's Aboriginal Title Lands and resources and such recognition and protection was undertaken with due respect to the customs, traditions and land tenure systems of the Lake Babine Nation.

The establishment of a consent-based decision-making approach over developments affecting Lake Babine Nation and the Territory has enabled Lake Babine Nation to maintain and strengthen their institutions, as well as their culture and traditions, and to promote their development in accordance with their needs and aspirations. Lake Babine Nation have determined and developed priorities and strategies for the development or use of their lands and other resources.

Lake Babine Nation maintains and strengthens its distinctive spiritual relationship with its lands, waters and other resources and upholds its responsibilities to future generations in this regard.

With the support of the Province and Canada, Lake Babine Nation is healing from the destructive impacts of colonial practices and dispossession by implementing its Aboriginal title as part of reconciliation and a renewed Indigenous-Crown relationship.

6.2 **Lands – Immediate Measure 1: Initial Land Transfer.** As soon as practicable after the Effective Date, and subject to the Crown meeting any consultation obligations towards other Indigenous peoples, the Province will transfer a quantum of 20,000 hectares of land in fee-simple to Lake Babine Nation from within the areas of interest identified in Schedule D (“Areas of Interest”) as an important initial indicator of progress, in accordance with this Agreement and pursuant to a Land Transfer Agreement to be negotiated by the Province and Lake Babine Nation. Lake Babine Nation and the Province agree that these initial land transfers are intended to:

- (a) be a step towards Lake Babine Nation Aboriginal title;
- (b) provide economic opportunities for Lake Babine Nation; and
- (c) protect key Lake Babine Nation cultural or environmental values, if necessary.

**Immediate Measure 1 – Key Steps:**

1. Lake Babine Nation and the Province acknowledge that a portion of the Areas of Interest is subject to existing tenures and interests and that they will seek to address those tenures and interests in order for the lands to be eligible for transfer to Lake Babine Nation under a Land Transfer Agreement. *Timeframe: within 1 year of Effective Date*
2. In the event that the Province is unable to resolve any issues relating to the lands identified by Lake Babine Nation and the Province under section 6.2 making the lands ineligible for transfer, including issues related to existing tenures and interests referred to in Key Step 1, Lake Babine Nation or the Province may identify alternative lands within the Areas of Interest or within the Territory as may be required to fulfill the Province’s commitment under section 6.2 to transfer 20,000 hectares of land to Lake Babine Nation. *Timeframe: within 2 years of Effective Date*
3. The Crown will consult in accordance with General Provisions section 7.1 in relation to the lands identified in the Areas of Interest prior to proceeding with the transfer. *Timeframe: within 2 years of Effective Date*

4. Subject to agreement on the finalized configuration of the parcels and the permitted encumbrances, Lake Babine Nation and the Province agree that the land parcels identified by Lake Babine Nation and the Province under section 6.2 will be transferred in phases, in accordance with a Land Transfer Agreement. The Province will use good faith efforts to transfer the quantum of lands identified in section 6.2. *Timeframe: as soon as practicable within 5 years of Effective Date*
  5. Lake Babine Nation and the Province acknowledge the importance of developing partnerships and approaches to decision-making that aim to secure Lake Babine Nation consent on interim forest harvesting and forest management operations on the lands agreed upon by Lake Babine Nation and the Province under section 6.2. *Timeframe: within 1 year of Effective Date*
- 6.3 **Lands – Immediate Measure 2: Interim Protection of Lands.** After the Effective Date of this Agreement, the Province will seek approval to withdraw lands within the Areas of Interest from disposition under section 17 of the *Land Act* for a period of 10 years. The interim withdrawal will remain in place until the earlier of:
- (a) the termination of the interim withdrawal under the terms of its approval;
  - (b) the transfer of the lands to Lake Babine Nation under a Land Transfer Agreement; or
  - (c) the termination of this Agreement.
- 6.4 **Lands – Immediate Measure 3: No Registration Reserve.** After the Effective Date the Province will seek approval for a mineral reserve under the *Mineral Tenure Act* for lands within the Areas of Interest for a period of 25 years. The mineral reserve will remain in place until the earlier of:
- (a) the termination of the mineral reserve under the terms of its approval;
  - (b) the completion of Governance Milestone 5 set out in section 9.6; or
  - (c) the termination of this Agreement.
- 6.5 **Lands – Immediate Measure 4: Transition of Forestry Interests.** Lake Babine Nation and the Province will continue working proactively with existing forestry interest holders on voluntary business-to-business arrangements that support an orderly transition of forest harvesting opportunities for the interim period prior to transfer under a Land Transfer Agreement. At Lake Babine Nation’s request, the Province will seek approval for a *Forest Act* Part 13 designation to be placed on the lands to be transferred to support the transition of forestry interests.
- 6.6 **Lands – Immediate Measure 5: ITA Parcels.** The Incremental Treaty Agreement, section 5.1(c), provides for the transfer of six parcels identified in that agreement’s Schedule 1 Part 2. The Province and Lake Babine Nation agree that:
- (a) after the Effective Date of this Agreement Lake Babine Nation may request the transfer of those parcels;

- (b) the parcels requested by Lake Babine Nation will be transferred by the Province as soon as practicable after receiving that written request;
- (c) the Province's transfer of the parcels is subject to successful completion of the parcel transfers under Incremental Treaty Agreement sections 5.1(a) and (b); and
- (d) all other provisions of the Incremental Treaty Agreement remain unchanged and in full force and effect.

6.7 **Lands – Milestone 1: Additional Lands.** Additional lands are transferred to Lake Babine Nation in a phased process. Lake Babine Nation and the Province agree that future land transfers are intended to:

- (a) be a further step towards Lake Babine Nation Aboriginal title;
- (b) provide economic opportunities for Lake Babine Nation;
- (c) allow for expansion or development of the Communities; and
- (d) protect key Lake Babine Nation cultural or environmental values, if necessary.

**Milestone 1 – Key Steps:**

1. Lake Babine Nation and the Province negotiate and seek to reach agreement on scope, criteria and information sharing to guide and assist in the identification of lands for future land transfers to Lake Babine Nation within the Territory.  
*Timeframe: within 1-2 years of Effective Date*
2. Lake Babine Nation identifies lands within its Territory in accordance with Milestone 1 set out in section 6.7 and the criteria agreed upon under Key Step 1, and shares this information with the Province. *Timeframe: within 2 to 3 years of Effective Date*
3. Lake Babine Nation and the Province negotiate and seek to reach agreement on the phased transfer of additional lands under a Land Transfer Agreement.  
*Timeframe: within 3 to 5 years of Effective Date*
4. Lake Babine Nation and the Province complete technical work to achieve additional land transfers. *Timeframe: within 5 to 7 years of Effective Date*
5. Additional lands transfer to Lake Babine Nation. *Timeframe: within 6 to 9 years of Effective Date*

6.8 **Lands – Milestone 2: Aboriginal Title Lands.** Lake Babine Nation’s Aboriginal title interest is brought into full legal effect as Aboriginal Title Lands.

**Milestone 2 – Key Steps:**

1. Lake Babine Nation develops its understanding of its Aboriginal title interest through community engagement and by drawing upon its traditional land laws and Lake Babine Nation tables this information with the Province and Canada. *Timeframe: within 2 years of Effective Date*
2. The Parties negotiate and seek to reach agreement on Lake Babine Nation’s Aboriginal title interest in LBN Lands and Crown lands in the Territory. *Timeframe: within 2 to 4 years of Effective Date*
3. The Parties will negotiate and seek to reach agreement on whether Lake Babine Nation’s Aboriginal title interest will replace the reserve interest for existing Lake Babine Nation reserves. *Timeframe: within 2 to 4 years of Effective Date*
4. There are existing tenures and interests on potential Lake Babine Nation Aboriginal Title Lands and the Crown will seek to address those interests, prior to implementing Aboriginal Title Lands and, where appropriate, will do so in collaboration with Lake Babine Nation.
5. The Province and Canada recommend any policy or legislative changes, including consequential amendments that may be required to implement the agreements reached under this Milestone.
6. Following the conclusion of Key Step 5, the Lake Babine Nation interest in Aboriginal Title Lands takes full legal effect as agreed to by the Parties, and through legislation, if required. For greater certainty, the Lake Babine Nation interest in Aboriginal Title Lands takes full legal effect on or after the date that the Governance Agreement comes into force. *Timeframe: within 4 to 6 years of Effective Date*
7. The agreement(s) reached under this Milestone will include provisions enabling the Parties to negotiate and seek to reach agreement on whether the interest in other lands that Lake Babine Nation acquires outside this Agreement (within an area to be defined by the Parties) will take effect as Aboriginal Title Lands and if so, any applicable terms and conditions. *Timeframe: within 4 to 6 years of Effective Date*

6.9 **Lands – Milestone 3: Lake Babine Nation Jurisdiction.** Lake Babine Nation laws are being applied to LBN Lands and Aboriginal Title Lands.

**Milestone 3 – Key Steps:**

1. Lake Babine Nation develops and tables its proposed jurisdiction over LBN Lands and Aboriginal Title Lands. Lake Babine Nation develops this proposal through community engagement and by drawing upon its traditional land laws. *Timeframe: within 2 to 3 years of Effective Date*

2. The Parties negotiate and seek to reach agreement on Lake Babine Nation jurisdiction over LBN Lands and Aboriginal Title Lands in accordance with the process identified in Governance Milestones 2 to 5 set out in sections 9.3 to 9.6 and their related Key Steps or through another agreement negotiated by the Parties pursuant to any relevant legislation. *Timeframe: within 5 to 7 years of Effective Date*

6.10 **Lands – Milestone 4: Place Names.** At Lake Babine Nation’s initiation, Lake Babine Nation and the Province jointly establish a Place Names Working Group. The Place Names Working Group will collaboratively address the recognition of significant Nat’oot’en place names; implementation of highway signage that reflects the names and distances to the Communities; and public roadside information displays within the Territory that provide information about Lake Babine Nation culture and history.

#### **Milestone 4 – Key Steps**

1. Lake Babine Nation and the Province establish the Place Names Working Group and terms of reference to collaboratively address geographical names. *Timeframe: within 1 month of Effective Date*
2. Lake Babine Nation may make Place Name Requests and the Province will consider those proposals in accordance with provincial law, policy and procedures. Lake Babine Nation will provide, as part of any Place Name Request, an explanation of the meaning and significance of a proposed name and the rationale for any proposal to rename a geographical feature. *Timeframe: within 2 years of Effective Date*
3. Lake Babine Nation will engage with local governments and neighbouring First Nations, as appropriate, to support Place Name Requests, highway signage and roadside display proposals. *Timeframe: within 3 years of Effective Date*
4. The Place Names Working Group will make reasonable efforts to discuss Place Name Requests submitted by Lake Babine Nation and the Province will process Place Name Requests in accordance with provincial law, policy and procedures. *Timeframe: within 3 years of Effective Date*
5. The Province will install Nat’oot’en – English highway signage identifying distances to the Communities. All highway signage will be produced and installed in accordance with provincial policies, standards and guidelines. *Timeframe: within 1 year of Effective Date*
6. The Place Names Working Group will consider opportunities for funding and negotiate and seek reach agreement on funding to prepare and install, public roadside displays within the Territory that provide information about Lake Babine Nation culture and history. *Timeframe: within 5 years of Effective Date*

6.11 **Lands – Milestones 5: Protection Measures.** Lake Babine Nation and the Province acknowledge that land and natural resource protection measures may be necessary to protect Lake Babine Nation’s Priority Values. Lake Babine Nation and the Province undertake a collaborative process to identify and recommend objectives for land use and protection measures that would apply to Priority Values.

**Milestone 5 – Key Steps:**

1. Lake Babine Nation and the Province establish a Lands and Natural Resources Technical Working Group to:
  - (a) identify Priority Values;
  - (b) review and assess existing information, including:
    - i. existing objectives for land use and protection measures,
    - ii. results identified in collaborative monitoring and assessment initiatives to evaluate impacts to Priority Values, and
    - iii. economic, environmental and stewardship objectives;
  - (c) identify potential management objectives;
  - (d) take into account the work under other parts of this Agreement that is relevant to the completion of this Milestone under the Lands, Forests, and Wildlife sections of this Agreement;
  - (e) engage with and receive feedback from forestry licensees and other stakeholders, as appropriate; and
  - (f) recommend to the relevant Lake Babine Nation and Province decision makers new or updated objectives for land use and protection measures for Crown and LBN Lands that are informed by the above information and consistent with the objectives being pursued under other parts of this Agreement. *Timeframe: within 4 years of Effective Date*
2. Lake Babine Nation and the Province, as appropriate, implement the objectives for land use and protection measures that have been approved or adopted by the relevant decision-makers. *Timeframe: within 5 – 6 years of Effective Date*

**7.0 FORESTS**

**7.1 Forests – Vision**

Lake Babine Nation and the Province share the challenge and imperative of working together to create a forest economy and relationships across the Territory that are grounded in the recognition and implementation of Lake Babine Nation’s Section 35 Rights. Significant change and transformation has occurred, and the implementation of the UNDRIP and the Supreme Court of Canada’s decision in *Tsilhqot’in Nation* (2014) is well underway. Managing this transition in an orderly way remains a shared goal and objective of Lake Babine Nation and the Province.

Forestry is a major driver of the regional economy. Lake Babine Nation owns one of the largest forestry entities in its Territory. The Nation's forestry business conducts forestry on both Nation-owned lands and forestry tenures on Crown lands. Lake Babine Nation enjoys significant revenues and employment from its forestry activities. All of the Communities share in the forestry revenues and employment opportunities, both by participating in the Nation's forestry business, and through community-specific forestry projects.

In addition to generating its own forestry revenues, Lake Babine Nation receives a meaningful share of forestry revenues, in keeping with Lake Babine Nation's relationship to its lands and territories, that the Crown collects from licensees operating on its Territory.

Lake Babine Nation works in close collaboration with the Province to co-manage forests and regulate forestry on Crown lands in the Territory. The approach embodies cooperative federalism as set out in Principle 4 of the *Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples* and the principle of free, prior, and informed consent. Co-management of forests and forestry on Crown lands in the Territory is informed by the best available science and scientific data, Lake Babine Nation's Indigenous Knowledge, the land-based activities of Citizens, and the unique relationships Citizens, clans and Hereditary Chiefs have with different parts of the Territory. As a result, forestry practices in the Territory are sustainable for Lake Babine Nation's traditional land use activities and Aboriginal harvesting rights and are consistent with Lake Babine Nation's duty to steward its Aboriginal title for its future generations.

Lake Babine Nation builds and maintains strong working relationships with forestry licensees operating in its Territory, including through negotiated business-to-business arrangements. These strong relationships and business arrangements contribute to predictable timber supplies for the mills operating in or near the Territory and foster a secure investment climate for the regional forestry industry. This stability contributes to the regional economy, benefiting all communities. Citizens also enjoy significant business and employment opportunities within the forest economy.

Achieving the Forests Vision together has required the coordination of many elements of this Agreement in a comprehensive and holistic manner.

**7.2 Forests – Milestone 1: Implementation of Lake Babine Nation Aboriginal Title.**

Lake Babine Nation and the Province acknowledge that the Forests Milestones and Immediate Measures are key transitional steps towards the implementation of Lake Babine Nation Aboriginal title. Achieving the Forests Vision together will require the coordination of different elements of this Agreement in a comprehensive manner. The sequencing and timing of implementing specific Lands, Governance, Natural Resource Decision-Making Milestones is critical to the overall Forests Vision. Lake Babine Nation and the Province will make all reasonable efforts to manage these elements in a holistic way that facilitates an orderly transition over the course of time. *Timeframe: ongoing.*

**7.3 Forests – Immediate Measure 1: Timber Harvesting Opportunities.** Lake Babine Nation and the Province have a shared interest in increasing Lake Babine Nation's timber harvesting opportunities. The Province will work with Lake Babine Nation on a target of 250,000 m<sup>3</sup> of annual timber harvest volume through direct award forest tenures pursuant to section 7.5 and land transfers pursuant to section 7.4. *Timeframe: as soon as practicable*

7.4 **Timber Harvesting Opportunities on Fee Simple Lands.** To help achieve the target set out in section 7.3:

- (a) the Province will transfer a quantum of 20,000 hectares of land to Lake Babine Nation that have an approximate annual sustainable harvest of 40,000 cubic meters under section 6.2 Lands Immediate Measure 1; and
- (b) Lake Babine Nation may seek to identify portions of lands within its Territory for future land transfers for Lake Babine Nation's forestry purposes under section 6.7 Lands Milestone 1.

7.5 **Forests – Immediate Measure 2: Existing Forest Tenures and Mandated Opportunities.** The Province has taken steps prior to this Agreement to work towards meeting the annual timber harvest target identified in section 7.3. For greater certainty, the allowable annual cut under the following Lake Babine Nation licences and mandates, summarized in Schedule E1, contribute to the attainment of the target for annual timber harvest volume identified in section 7.3:

- (a) the Province has issued to Lake Babine Nation or its authorized representative:
  - i. woodlot W1764,
  - ii. first nation woodland licence N2I,
  - iii. first nation woodland licence N2M, and
  - iv. two non-replaceable forest licenses;
- (b) the Province has existing mandates to negotiate the following forest opportunities with the Lake Babine Nation or its authorized representative:
  - i. a replaceable license for a marginal fibre opportunity, and
  - ii. to increase the allowable annual cut under first nation woodland licence N2I by 50,000 cubic meters subject to a reduced volume condition of 42,500 cubic meters in accordance with section 43.55 (1)(h.2) of the *Forest Act*, *Timeframe: within 2 years of Effective Date*; and
- (c) the Province has established the K4R and K4D community forest agreements in which Lake Babine Nation has partnership interests.

7.6 **Forests – Milestone 2.** The Province supports Lake Babine Nation achieving an additional 100,000 m<sup>3</sup> of timber harvesting opportunity in the Territory within three years of the Effective Date by working with existing forestry operators to negotiate voluntary B2B partnerships in accordance with sections 7.7, 7.8 and 7.12.

7.7 **Forests – Immediate Measure 3: Forest Economic Development.** The Province has taken steps and will take further steps to increase Lake Babine Nation's participation in the forest economy and support Lake Babine Nation in achieving the targets set out in section 7.6, through business development, employment and entrepreneurship under the following measures:

- (a) Lake Babine Nation and the Province have entered into seven Strategic Forest Initiative Agreements totalling \$2,000,000 as summarized in Schedule E2; and
- (b) the Province will provide Lake Babine Nation \$15,000,000 to establish the Economic Development Fund under section 17.2 Economic Development - Immediate Measure 1, in order to support Lake Babine Nation interests in economic development in the Territory.

7.8 **Forests – Immediate Measure 4: Forestry Activity Fund.** The Province will provide Lake Babine Nation with a total of \$15,000,000 in accordance with the Schedule C to establish a Forestry Activity Fund to support Lake Babine Nation’s participation in the forest economy and other community priorities. Lake Babine Nation will determine the use of these funds to help Lake Babine Nation achieve those objectives.

7.9 **Forests– Immediate Measure 5: Forestry Revenue Sharing.** The Province will provide Lake Babine Nation forestry revenue sharing contribution in accordance with the terms of the Interim Forestry Agreement.

7.10 **Forests – Milestone 3: New Revenue Sharing Approaches.** Lake Babine Nation and the Province recognize the inescapable economic component of Aboriginal title requires new approaches to forestry revenue sharing and benefits. Lake Babine Nation and the Province will discuss and seek to reach agreement on a longer-term approach to forestry revenue-sharing in the Territory. This discussion will be informed by new Provincial forestry revenue sharing policy approaches and will include consideration of:

- (a) Lake Babine Nation’s forestry activities that attract revenue-sharing;
- (b) Lake Babine Nation’s stumpage return on its own forestry activities;
- (c) revenue-sharing on third party forestry activities in the Territory; and
- (d) timing of revenue-sharing payments. *Timeframe: within 3 years of Effective Date*

7.11 **Forests – Immediate Measure 6: Decision-Making on Forestry Applications by LBN Businesses.** Lake Babine Nation and the Province will streamline their decision-making processes for decisions by the Province in relation to Lake Babine Nation led forestry activities.

**Immediate Measure 6 - Key Steps:**

1. Lake Babine Nation will develop and implement a policy to guide how Lake Babine Nation reviews and engages internally on forestry activity applications by LBN Businesses prior to the submission of those applications to the Province, which will include guidance on how Lake Babine Nation should be engaged on those activities. *Timeframe: within 1 month of Effective Date.*
2. Lake Babine Nation will communicate relevant components of the policy to the Province and affected third parties to clarify how Lake Babine Nation communicates their support for forestry applications by Lake Babine Nation Businesses. *Timeframe: within 1 month of Effective Date*

3. Lake Babine Nation and the Province will work together on continuous improvements to increase the effectiveness and efficiencies of decision-making processes on Lake Babine Nation led forestry activities. *Timeframe: ongoing*
4. Lake Babine Nation will adjust its policy over time as required and will update the Province of any such changes. *Timeframe: ongoing*

**7.12 Forests – Immediate Measure 7: Strong Relationships with Forestry Licensees.**

Lake Babine Nation and the Province will continue to build strong working relationships with forestry operators in order to work towards Lake Babine Nation reaching their forest tenure, economic development and stewardship interests by taking the following steps:

- (a) the Province will support Lake Babine Nation’s work towards business-to-business partnerships with third party forestry operators by:
  - i. encouraging engagement and participating in discussions between forestry operators and Lake Babine Nation when invited,
  - ii. providing input into options, timely coordination and follow-up on tenures and permits, and
  - iii. reviewing with Lake Babine Nation and forestry operators potential opportunities for incenting business-to-business partnerships, including voluntary transfer of forest tenure; *Timeframe: ongoing*
- (b) Lake Babine Nation will seek opportunities to enter into business to business partnerships with third party forestry operators that:
  - i. provide for coordinated and efficient engagement on strategic and operational forestry activities,
  - ii. balance and integrate Lake Babine Nation’s stewardship and economic interests, and
  - iii. contribute to consistency and stability of fibre supply; and *Timeframe: ongoing*
- (c) Lake Babine Nation and the Province will continue participating in the Joint Forestry Forum established under the Foundation Pathway Agreement, in accordance with its terms of reference.

**7.13 Forests – Milestone 4: Forestry Law and Policy.** The Province will:

- (a) ensure Lake Babine Nation has the opportunity to meaningfully participate as part of province-wide forestry legislation, policy and program reviews that may be initiated with First Nations, including any changes to policy regarding forest tenure dispositions and apportionment;
- (b) work with Lake Babine Nation and forestry operators to identify opportunities and challenges to incenting business-to-business partnerships and voluntary tenure transfer; and
- (c) consider this information, and the goals of this Agreement, in forestry legislation, regulation and policy review and enhancement processes. *Timeframe: ongoing*

## **8.0 NATURAL RESOURCES SHARED DECISION-MAKING**

### **8.1 Natural Resources Shared Decision-Making – Vision**

Lake Babine Nation's inherent rights of self-determination and self-government as well as Lake Babine Nation's Aboriginal title are implemented by Lake Babine Nation. The interaction of those Section 35 Rights with the Province's legal structure is clearly set out in agreements between Lake Babine Nation and the Province, including a Governance Agreement. One component of these agreements is clarification of Lake Babine Nation and the Province's shared decision-making authority for lands and natural resources in the Territory.

As partners in ownership and management of lands in the Territory, Lake Babine Nation and the Province are exercising their jurisdiction to make land and resource decisions on their respective lands. They also practice cooperative federalism by jointly making key land and natural resource decisions in core parts of the Territory in order to achieve more effective land and resource management. These shared decisions relate both to provincial Crown lands, and to Lake Babine Nation Aboriginal Title Lands, as negotiated and agreed.

Lake Babine Nation and the Province's land and resource decisions are informed by a solid, shared understanding of the state of the environment based on western science and Indigenous Knowledge, the values that must be taken into account and protected, and on-going partnership and dialogue on natural resource development activities in the Territory.

Through their shared stewardship and responsibility for key land and resource management decisions, Lake Babine Nation and the Province jointly strive towards:

- (a) the ongoing practice of co-operative federalism that reflects each Party's role in stewardship of lands and resources, grounded in the recognition and implementation of Lake Babine Nation's Section 35 Rights;
- (b) a healthy natural environment that all citizens of the Province can enjoy and that supports the meaningful exercise of Lake Babine Nation land-based Aboriginal rights and other traditional land use activities;
- (c) greater predictability for proponents with respect to natural resource development in the Territory; and
- (d) economic development that is sustainable and that does not come at the expense of future generations.

8.2 **Shared Decision-Making – Milestone 1: Building Trusted Information.** Lake Babine Nation and the Province identify existing, strategic-level information and planning tools that can inform land and resource decisions for the Territory.

**Milestone 1 – Key Steps:**

1. Lake Babine Nation and the Province discuss and seek to reach agreement on new information and planning tools to develop or existing tools to build upon, in order to expand their shared base of information and values to inform land and resource decisions within the Territory, including potentially on these topics:
  - (a) cumulative effects;
  - (b) Indigenous Knowledge;
  - (c) land use planning; and
  - (d) values to inform decision-making in particular geographical areas or in respect of specific types of resource development. *Timeframe: within 6 months of Effective Date*
2. Lake Babine Nation and the Province consider how to enhance and expand their information and planning tools to support land and resource decision-making and will work diligently and in good faith to complete that work on an ongoing basis. *Timeframe: ongoing*

8.3 **Shared Decision-Making – Milestone 2: Collaboration on Land and Resource Management.** Lake Babine Nation and the Province agree to negotiate and seek to reach agreement on priority Collaborative Decision-Making processes within the Territory in respect of:

- (a) timber supply reviews, significant forest tenure dispositions and strategic forest planning decisions that inform subsequent operational decisions, including forest stewardship plans, or other landscape level plans and forest health strategies;
- (b) permitting of Major Mining Projects;
- (c) strategic-level *Land Act* dispositions:
  - i. new commercial recreation tenures or major amendments as result of changes to an associated management plan,
  - ii. major projects not currently undergoing an *Environmental Assessment Act* review including hydro-electric projects at the application development stage, gravel quarries >200,000 m<sup>3</sup> annual production, work camps larger than 100 people, and utility right of ways greater than 2km in length,
  - iii. Crown Grants, and
  - iv. long term leases (10 years or longer);

- (d) significant allocations under the *Water Sustainability Act* for the industrial, hydro-electric, agricultural or mining sectors; and
- (e) other types of land and resource decisions by agreement of Lake Babine Nation and the Province. *Timeframe: within 1 year of Effective Date*

**8.4 Collaborative Decision-Making Principles.** Lake Babine Nation and the Province's priority Collaborative Decision-Making negotiations will be informed by these premises:

- (a) "Collaborative Decision-Making" means Lake Babine Nation and the Province work to achieve consensus recommendations to put to existing Crown decision-maker, and no legislative change is required;
- (b) Lake Babine Nation and the Province will negotiate Collaborative Decision-Making for decisions affecting land or resources lying partly or entirely in geographical areas of the Territory within the area shown on the map included as Schedule G of this Agreement; and
- (c) Lake Babine Nation and the Province will develop robust dispute resolution mechanisms to support Collaborative Decision-Making.

**8.5 Shared Decision-Making – Milestone 3: Pilot.** Lake Babine Nation and the Province develop and implement at least three pilot exercises targeted at building new partnership-based approaches to key resource management decision-making areas with the goal of reconciling the Section 35 Rights and interests of the Lake Babine Nation, with the Province and stakeholder interests in a manner that will set the stage for implementation of Joint Decision-Making under Milestone 7. The pilots include the following decision-making areas affecting land or resources lying partly or entirely within the geographical area shown on the map in Schedule G:

- (a) land use planning and new protection measures pursuant to Lands section 6.11 Milestone 5;
- (b) forest stewardship plans or other landscape level plans;
- (c) *Land Act* tenure applications along Babine Lake, with an emphasis on those associated with existing recreational and residential communities along Babine Lake; and
- (d) other specific strategic decisions where the Lake Babine Nation and the Province agree. *Timeframe: within 3 years of Effective Date*

**8.6 Shared Decision-Making – Milestone 4: Legacy Mine Compliance and Monitoring.** Lake Babine Nation and the Province will develop and collaboratively implement compliance and monitoring measures with respect to historic and legacy mine sites in the Territory. This will include consideration of ongoing water quality testing in the Babine Lake and Morrison Lake, through a program that Lake Babine Nation and the Province will jointly develop and implement. *Timeframe: within 1 year of Effective Date*

- 8.7 **Shared Decision-Making – Milestone 5: Mineral Tenure Reform.** The Province commits to engage with Lake Babine Nation on reform of the *Mineral Tenure Act*.
- 8.8 **Shared Decision-Making – Milestone 6: Environmental Assessments.** The Province and Lake Babine Nation will negotiate and seek to reach an agreement, to be prescribed by regulation by the Lieutenant Governor in Council, on the conditions under which subsection 7(b) of the *Environmental Assessment Act*, SBC 2018, c. 51 (“EAA 2018”) would be effective.

### **Milestone 6 – Key Steps**

1. Upon the coming into force of the EAA 2018, the Chief Executive Assessment Officer, within six months of receiving a request from Lake Babine Nation, will make a determination under subsection 41(4) and, subject to that determination, the Environmental Assessment Office and Lake Babine Nation will negotiate and seek to reach agreement on collaborative environmental assessments pursuant to s. 41 of the EAA 2018. The negotiation of such an agreement will be guided by the following factors:
  - (a) respect for Lake Babine Nation’s laws and decision-making processes;
  - (b) identify how Lake Babine Nation’s key informational inputs such as community values/objectives, assessment methodologies and existing data, will be obtained;
  - (c) identify how the Environmental Assessment Office and Lake Babine Nation will seek consensus on recommendations at key stages of the environmental assessment process;
  - (d) consideration of the conditions outlined in Key Step 2 below and how any agreement negotiated and implemented pursuant to s. 41 of the EAA 2018 could begin to address those considerations, specifically Key Step 2 (a) (b) (c) and (e); and
  - (e) identification of an approach to evaluate successful implementation of this subsection 41(4) agreement. *Timeframe: Within 6 months of Effective Date*
2. Following the successful evaluation of the section 41 agreement described in Key Step 1 pursuant to the approach identified in Key Step 1(e), the Province and Lake Babine Nation will negotiate and seek to reach agreement regarding the conditions under which subsection 7(b) of the EAA 2018 would be effective, including:
  - (a) clear identification of the Lake Babine Nation decision-making body with the authority to provide consent regarding any major project;
  - (b) the process by which Lake Babine Nation will determine consent;

- (c) the timing of a consent decision by Lake Babine Nation regarding whether or not a reviewable project may proceed in relation to a decision under the under the EAA 2018;
  - (d) the type or nature of projects, including extent of project geographic area, that would trigger subsection 7(b) of the EAA 2018;
  - (e) how the Province and Lake Babine Nation will make their respective decisions consistent with principles of procedural fairness and natural justice, transparency and shared accountability;
  - (f) how Lake Babine Nation's decision, and decision-making process, would be brought forward as evidence in a judicial review proceedings or legal challenges related to a proposed major project where the consent or lack of consent is at issue;
  - (g) geographic area, based on the area shown on the map included as Schedule G of this Agreement. The determination of the geographic area will include:
    - i. consideration of other Joint Decision-Making aspects of this Agreement,
    - ii. consideration of areas of significance to Lake Babine Nation,
    - iii. consideration of boundaries of traditional territories of other Indigenous nations, with the objective of avoiding any areas of overlap with other Indigenous nations, and
    - iv. identification of existing interests, tenures, authorizations in relation to those lands; and
  - (h) any other conditions agreed to by the Parties or that are required in accordance with provincial law.
3. The Province and Lake Babine Nation will work together to achieve the following, as a component of seeking to reach agreement in relation to Key Step 2:
- (a) fulfilment of the Crown's duty to consult, if any, with neighbouring Indigenous nations;
  - (b) engagement with third parties with interests identified in Key Step 2(g)(iv);
  - (c) engagement with the public, including local governments; and
  - (d) appropriate resolution of any concerns raised.

4. Based on reaching agreement as set out in in Key Steps 2 and 3, the Province and Lake Babine Nation will negotiate and seek to reach agreement on an agreement, to be prescribed by regulation by the Lieutenant Governor in Council, that sets out the conditions under which subsection 7(b) of the EAA 2018 would be effective within the identified geographic area.
5. Upon the execution of the agreement set out in Key Step 4, the Province will recommend to the Lieutenant Governor in Council that this agreement be prescribed by regulation in accordance with subsection 7(b)(ii) of EAA (Bill 51 - 2018).
6. For greater certainty, the processes described under this Milestone 6 are not intended to apply to projects being assessed under the *Environmental Assessment Act*, SBC 2002, c. 43.

8.9 **Shared Decision-Making – Milestone 7: Joint Decision-Making.** Lake Babine Nation and the Province will negotiate and seek to reach agreement on Joint Decision-Making for priority, strategic land and resource management decisions once Lake Babine Nation has established its government and the Parties have concluded a Governance Agreement under the Governance Milestones of this Agreement. Subject to the necessary approvals, those priority strategic topics include:

- (a) timber supply reviews and strategic forest planning decisions that inform subsequent operational decisions, forest stewardship plans, or other landscape level plans and forest health strategies;
- (b) moose management in accordance with this section and with section 10.9;
- (c) governance and management of water resources using new tools under the *Water Sustainability Act* and other relevant legislation; and
- (d) other types of land and resource decisions by agreement of Lake Babine Nation and the Province. *Timeframe: within 1 year of concluding the Governance Agreement under Governance Milestone 2.*

8.10 **Joint Decision-Making Principles.** Lake Babine Nation and the Province's Joint Decision-Making negotiations will be informed by the following:

- (a) "Joint Decision-Making" means that Lake Babine Nation and the Province work to build consensus throughout their decision-making process(es) and that the final decision is made by both Lake Babine Nation and the Province on consensus. It may include arrangements whereby Lake Babine Nation and the Province make a single decision, together. Lake Babine Nation and the Province recognize that legislative amendments and significant policy shifts may be required to allow for this type of decision-making;
- (b) Joint Decision-Making on land and resource decisions within the Territory is a critical aspect of Lake Babine Nation's inherent rights of self-determination, self-government and Aboriginal title, and it will also help protect and support Lake Babine Nation's Aboriginal rights to pursue land-based activities such as hunting, trapping, and plant harvesting;

- (c) Joint Decision-Making will implement cooperative federalism between Lake Babine Nation and the Province's governments and thereby support more effective land and resource management within the Territory;
- (d) Lake Babine Nation and the Province will use the map in Schedule G as the basis for their discussions on the geographic scope for Joint Decision-Making. The geographic scope of Joint Decision-Making, including particular interests or values related to the Joint Decision-Making topic, will be a matter for negotiations;
- (e) Lake Babine Nation and the Province's Joint Decision-Making processes will include reliance on information and planning tools;
- (f) all Joint Decision-Making processes will be transparent and will respect administrative law principles of procedural fairness; and
- (g) where Lake Babine Nation and the Province are seriously considering an approach to Joint Decision-Making that has the potential to affect the rights under section 35 of the *Constitution Act, 1982* of neighbouring Nations, they will individually and jointly consult with those neighbours with the goals of sharing information, obtaining their views, and addressing any reasonable concerns.

8.11 **Shared Decision-Making Milestone 8: Decision-Making on Title Lands.** On Lake Babine Nation's Aboriginal Title Lands, the decision-making relationship between Lake Babine Nation and the Province will be guided by the following:

- (a) Lake Babine Nation will exercise its decision-making authority through the implementation of Lake Babine Nation jurisdiction as agreed upon in the Governance Agreement and in a manner that reflects a model of cooperative federalism by describing the relationship and coordination of law-making authorities;
- (b) Lake Babine Nation and the Province may agree to implement Joint Decision-Making, where Lake Babine Nation and the Province share the jurisdiction through legislated decision-making authority, but in most cases the authority for the decision will be one party and will be clearly set out in the Governance Agreement; and
- (c) Lake Babine Nation and the Province will make efforts to coordinate and streamline decision-making on and off Lake Babine Nation Aboriginal Title Lands where management of land and resources is more effectively practiced across a larger area.

**9.0 GOVERNANCE**  
**9.1 Governance – Vision**

Lake Babine Nation's governance system is rooted in its inherent rights of self-determination and self-government, as intended by UNDRIP and in a manner consistent with the Canadian constitution. Lake Babine Nation's government participates in the evolving system of cooperative federalism that appropriately reflects its Section 35 Rights and that reconciles pre-existing Aboriginal sovereignty with assumed Crown sovereignty.

This governance system has been developed by and for the Citizens and has been implemented with their broad support. It is founded on Lake Babine Nation's Indigenous laws, customs, and practices, implemented in a way that empowers the Lake Babine Nation and its Communities to meet their 21<sup>st</sup> century political, social, and economic needs and aspirations.

Lake Babine Nation's government has jurisdiction and is well structured to take care of its Citizens and to implement Lake Babine Nation's Section 35 Rights. It is accountable to its Communities and all of its Citizens, and is transparent both internally and externally.

Lake Babine Nation's government is recognized by the Province and Canada as the body representing Citizens. Lake Babine Nation's government works collaboratively with the governments of British Columbia, Canada, and neighbouring Indigenous nations.

With the support of the Province and Canada, Lake Babine Nation is healing from the destructive impacts of colonial practices by reconstituting and strengthening its governance system as the Parties move towards reconciliation and a renewed Indigenous-Crown relationship.

**9.2 Governance – Milestone 1: Governance Model.** Lake Babine Nation develops a Governance Model with the support of the Governance Advisory Team and the Governance Working Group, and in accordance with the following objectives:

- (a) create clarity, balance and unity between the Lake Babine Nation-level government with the Community governments and thereby strengthen the unity between the Communities, between Members living in the Communities and Urban Members, and between Hereditary Chiefs and other Members;
- (b) meet the governance needs and aspirations of the Lake Babine Nation, its Communities and its Members;
- (c) respect and incorporate Lake Babine Nation's traditional governance systems, laws and customs in accordance with the vision and direction set out by Members;
- (d) exercise jurisdiction and take on significant new responsibilities in relation to its Citizens, Territory and the natural resources in that Territory;

- (e) support the implementation of this Agreement between Lake Babine Nation, the Province and Canada; and
- (f) represent Lake Babine Nation in intergovernmental relations between Lake Babine Nation, the Province and Canada, and in matters regarding the recognition and implementation of Lake Babine Nation jurisdiction and collaboration between governments on all matters of mutual interest and concern, in the spirit of cooperative federalism.

**Milestone 1 – Key Steps:**

1. Lake Babine Nation establishes a Governance Advisory Team that includes representation from Hereditary Chiefs, its Communities, Urban Members, key staff, and its elected Council. *Timeframe: within 1 month of Effective Date*
2. The Parties establish a tripartite Governance Working Group, composed of representatives from Lake Babine Nation, the Province and Canada to work collaboratively with the Governance Advisory Team to:
  - (a) support the development of the Governance Model, including consideration of the following core elements of governance jurisdiction:
    - i. structure of government,
    - ii. how government makes its decisions,
    - iii. selection of leadership,
    - iv. conflicts of interest,
    - v. review and appeal of decisions, and
    - vi. financial administration;
  - (b) develop a shared understanding of how cooperative federalism will apply in the context of Lake Babine Nation, the Province and Canada's intergovernmental relationship;
  - (c) identify the steps required to recognize and implement the Governance Model; and
  - (d) design the scope, applicability and interaction of their respective jurisdictions. *Timeframe: within 1 month of Effective Date*
3. Lake Babine Nation hires its Governance director. *Timeframe: within 1 month of Effective Date*
4. Lake Babine Nation hires a Governance Research Team that includes one Community Member, one Urban Member, and one external Indigenous governance expert. *Timeframe: within 1 month of Effective Date*

5. The Governance Research Team works closely with the Governance Advisory Team and consults with all the Communities and Lake Babine Nation's Urban Members to complete a Governance Research Report. Specifically, it:
  - (a) develops a solid understanding of Lake Babine Nation's current unique situation, its current governance model, Members' concerns with the current model, and Members' aspirations for how they would like to see their government work;
  - (b) researches and summarizes Lake Babine Nation's traditional governance system and investigates how Members want to incorporate that system into their new Governance Model;
  - (c) reviews and describes select two-tiered Indigenous governance models including examples from British Columbia, elsewhere in Canada, and if unique and of high potential interest, international examples;
  - (d) identifies challenges/lessons learned from other Indigenous nations who have two-tiered governance models, including through literature review and ideally also fact-finding with individuals with knowledge of specific models; and
  - (e) prepares a Governance Report based on all the above research that provides advice to Lake Babine Nation about potential two-tiered models, key considerations and factors that Lake Babine Nation should consider in developing its model. *Timeframe: within 6 months of Effective Date*
6. The Governance Research Team delivers the Governance Report to Lake Babine Nation, and Lake Babine Nation delivers the Governance Research Report to the Province, Canada and the Governance Working Group. *Timeframe: within 6 months of Effective Date*
7. The Governance Research Team engages with Members, including Urban Members, elected leadership and Hereditary Chiefs on the Governance Report to elicit their feedback. *Timeframe: within 1 year of Effective Date*
8. The Governance Working Group reviews the Governance Report, discusses issues for clarification and identifies key considerations for effective implementation of the Governance Model. This may include making recommendations to the Governance Advisory Team and to the Province and Canada on the transition to the Governance Model, its relationship to the Canadian constitution and the *Canadian Charter of Rights and Freedoms*. *Timeframe: within 1 year of Effective Date*
9. The Governance Research Team, with direction from Lake Babine Nation, in close collaboration with the Governance Advisory Team, and in consultation with Members, including Urban Members:
  - (a) carries out any additional critical research or information gathering to support decision-making on new Governance Model;

- (b) identifies the proposed governance rules and core elements to underpin the Governance Model;
  - (c) develops a proposed approach to ratification for the Governance Model; and
  - (d) delivers to Lake Babine Nation a Governance Model proposal and a proposed approach to ratification. *Timeframe: within 2 years of Effective Date*
10. Lake Babine Nation confirms with its Members, the Province and Canada the Governance Model that will be put to Member ratification under Milestone 3. *Timeframe: within 2 years of Effective Date*
  11. Lake Babine Nation develops Citizenship Rules in consultation with Members, on eligibility for Lake Babine Nation citizenship. *Timeframe: within 2 years of Effective Date*
  12. Lake Babine Nation shares its proposed Citizenship Rules with the Governance Working Group for discussion to help support effective implementation, including discussion on key considerations and recommendations for the transition to the Governance Model. *Timeframe: within 3 years of Effective Date*

9.3 **Governance – Milestone 2: Intergovernmental Relationship.** Lake Babine Nation, the Province and Canada establish the pathway to their intergovernmental relationship and the steps required to implement Lake Babine Nation jurisdiction as a self-governing nation based on the Governance Model through the negotiation of a Governance Agreement.

**Milestone 2 – Key Steps:**

1. Lake Babine Nation, the Province and Canada negotiate and seek to reach agreement on the exercise of the Lake Babine Nation government’s jurisdiction and the relationship of laws between each government’s jurisdiction. These negotiations may occur in stages, upon request by Lake Babine Nation or as agreed to by the Parties. The negotiations will include:
  - (a) the jurisdiction topic areas identified in other parts of this Agreement;
  - (b) the coordination of jurisdiction and implementation of cooperative federalism;
  - (c) which parts of the *Indian Act*, if any, will continue to apply to Lake Babine Nation;
  - (d) discussion of the legislative changes required by the Province and Canada in relation to giving full effect to Lake Babine Nation jurisdiction; and
  - (e) any other matters agreed upon by the Parties. *Timeframe: within 4 years of Effective Date*

- 9.4 **Governance – Milestone 3: Ratify Governance Agreement.** Lake Babine Nation, the Province and Canada seek the necessary approvals to ratify the Governance Agreement and to formally recognize Lake Babine Nation’s government on a coming-into-force date. Lake Babine Nation ratifies its Governance Model and Citizenship Rules.

**Milestone 3 – Key Steps:**

1. Lake Babine Nation plans for its ratification process.
2. Lake Babine Nation completes its ratification process. *Timeframe: within 5 years of Effective Date.*
3. Lake Babine Nation notifies its Members, the Province and Canada of the outcome of its ratification process. *Timeframe: within 5 years of Effective Date*
4. The Province and Canada recommend any policy or legislative changes, including consequential amendments that may be required to enable the Governance Agreement and to recognize the Governance Model. *Timeframe: within 5 years of Effective Date*
5. Lake Babine Nation, the Province and Canada determine a coming-into-force date of the Governance Agreement. *Timeframe: within 5 years of Effective Date*

- 9.5 **Governance – Milestone 4: Focused Implementation.** Lake Babine Nation prepares to implement its Governance Model and Citizenship Rules, in collaboration with the Province and Canada. Lake Babine Nation may choose to plan for the staged implementation of its government and jurisdiction by focusing on particular areas of jurisdiction identified in this Agreement (e.g. Children and Families, Lands and Resource Decision-Making, Justice, and Education and Language).

**Milestone 4 – Key Steps:**

1. Lake Babine Nation develops a human resources capacity building plan to implement its Governance Model and Citizenship Rules and begins to implement that plan. *Timeframe: within 6 years of Effective Date*
2. Lake Babine Nation develops the structure of its Governance Model for the Nation and the Communities. *Timeframe: within 6 years of Effective Date*
3. Lake Babine Nation develops policies for its Governance Model. *Timeframe: within 6 years of Effective Date*

- 9.6 **Governance - Milestone 5:** The Governance Agreement comes into force and Lake Babine Nation implements its Governance Model and Citizenship Rules and exercises jurisdiction. *Timeframe: within 5 years of Effective Date*

## 10.0 WILDLIFE

### 10.1 Wildlife – Vision

The Parties work together on an ongoing basis to promote healthy, abundant, resilient, and sustainable Wildlife populations in the Territory. Together, the Parties work to ensure there is sufficient game to fully satisfy Lake Babine Nation’s domestic harvest needs. Lake Babine Nation manages and enforces its own Wildlife harvest, in accordance with Lake Babine Nation laws and customs to enable Citizens to peacefully enjoy their Wildlife Harvesting Rights.

Lake Babine Nation and the Province co-manage Wildlife in the Territory. They:

- (a) collaboratively plan and conduct Wildlife research;
- (b) collaboratively develop Wildlife management measures, including habitat protection measures, and make key decisions using Joint Decision-Making; and
- (c) jointly monitor and enforce Wildlife laws and regulations applicable to all harvesters in the Territory by agreement.

Lake Babine Nation and the Province’s Wildlife co-management decisions are informed by a shared understanding of the health and status of Wildlife in the Territory based on western science and Indigenous Knowledge, shared management objectives and values, and ongoing partnership and dialogue on Wildlife management activities in the Territory. These measures include shared management objectives and values, and ongoing partnership and dialogue on Wildlife management activities in the Territory. Their co-management efforts are inclusive of neighbouring Indigenous nations whose rights are or might be affected by the measures and aims to provide hunting opportunities for non-Indigenous hunters.

- 10.2 **Wildlife – Immediate Measure 1: Completion of a Moose Study.** Lake Babine Nation and the Province develop and implement a provincially funded Moose Study to identify and address knowledge gaps regarding the state of moose habitat and the moose population within the Territory.

#### **Immediate Measure 1 – Key Steps:**

1. Through the Wildlife Working Group established under Wildlife Milestone 1, Lake Babine Nation and the Province share their existing and relevant information about the state of moose habitat and the moose population within the Territory, including western ecological science and Indigenous Knowledge. *Timeframe: within 1 year of Effective Date*
2. The Wildlife Working Group, taking into account relevant existing information, develops the parameters for a Moose Study to identify and address gaps regarding the state of moose habitat and the moose population within the Territory. *Timeframe: within 2 years of Effective Date*
3. The Wildlife Working Group initiates the Moose Study. *Timeframe: within 2 years of Effective Date*

- 10.3 **Wildlife – Milestone 1: Establishment of Wildlife Advisory Team and Working Group.** Lake Babine Nation establishes its internal Wildlife Advisory Team. The Wildlife Advisory Team leads engagement with Members, provides advice to Lake Babine Nation on how to implement Wildlife Milestones, and, where appropriate, assists with Milestone implementation.

Lake Babine Nation and the Province establish a bilateral Wildlife Working Group. The Wildlife Working Group provides a forum for inclusive and collaborative discussion on how to implement the Wildlife Milestones. It works collaboratively with the Wildlife Advisory Team and provides advice to Lake Babine Nation and the Province.

**Milestone 1 – Key Steps:**

1. Lake Babine Nation establishes a Wildlife Advisory Team. The Advisory Team includes experienced hunters from each Community, Council members, Hereditary Chiefs, staff, and, as required, technical advisors. *Timeframe: within 1 month of Effective Date*
2. Lake Babine Nation and the Province establish the Wildlife Working Group. *Timeframe: within 1 month of Effective Date*

- 10.4 **Wildlife – Milestone 2: Relationship Building between Lake Babine Nation and Conservation Officer Service.** Lake Babine Nation and the Province’s Conservation Officer Service (“COS”) improve communication and begin to develop a positive working relationship which, over time, evolves into a collaborative approach to compliance and enforcement of Wildlife harvesting.

**Milestone 2 – Key Steps:**

1. Through the Wildlife Working Group, Lake Babine Nation and the Province discuss their respective experiences with Wildlife conservation and enforcement and identify ways to improve communication and develop a positive working relationship. Steps may include:
  - (a) informal “meet and greets” between Lake Babine Nation harvesters and COS staff working in the Territory;
  - (b) COS sharing the current approach to enforcing Wildlife regulations in light of Lake Babine Nation’s Wildlife Harvesting Rights;
  - (c) discussion between the Lake Babine Nation harvesters and the COS of any concerns they have about their interactions and how to improve interactions;
  - (d) development of a communications protocol between Lake Babine Nation and the COS to apply in the event of COS interactions with Lake Babine Nation harvesters in the Territory where follow up is appropriate;
  - (e) training for all COS staff working in the Territory on Lake Babine Nation culture, this Agreement, and the legal context that underpins it; and
  - (f) any other steps agreed upon by Lake Babine Nation and the Province. *Timeframe: within 6 months of Effective Date*

2. The Wildlife Working Group implements the steps that the Lake Babine Nation and the Province have agreed to take under this Milestone. *Timeframe: within 1 year of Effective Date*
3. LBN and the Province develop a collaborative approach to compliance and enforcement of Wildlife harvesting in all or part of the Territory, which may include a plan for identifying career opportunities for Members to become fully qualified conservation officers. *Timeframe: within 4 years of Effective Date*

10.5 **Wildlife – Milestone 3: Lake Babine Nation Participation in Moose Management Decisions.** The Province acknowledges that Lake Babine Nation has concerns with moose management in the Territory. Lake Babine Nation and the Province gather and share information, including Indigenous Knowledge, with *Wildlife Act* decision-makers. Until a co-developed approach to moose management is in place pursuant to Wildlife Milestones 6 and 7, Lake Babine Nation’s participation in the Province’s moose harvest management decisions are strengthened through the following measures:

- (a) the Province will receive and consider Lake Babine Nation’s information about its moose harvest needs;
- (b) the Province will support Lake Babine Nation between the Effective Date and December 2020 to share Indigenous Knowledge and other information to inform the Province’s decisions on licensed hunting regulations, including the number of limited entry hunt (“LEH”) authorizations;
- (c) Lake Babine Nation and the Province will collaborate to ensure that moose conservation objectives and Lake Babine Nation harvest needs, objectives and assessments inform the five-year harvest objectives for provincially licenced hunting;
- (d) the Province will seriously consider Lake Babine Nation proposals for provincial hunting regulation changes to help meet Lake Babine Nation harvest needs and objectives, including proposals for varying the means for achieving provincially licenced harvest objectives (e.g. LEH, and open seasons). During the Province’s biennial regulation change process, the Regional Manager will meet with Lake Babine Nation to discuss their proposals and provide written reasons for recommending or not recommending a proposed provincial hunting regulation change; and
- (e) Lake Babine Nation at any time may propose to the Province a measure to support a Wildlife conservation concern.

10.6 **Wildlife – Milestone 4: Articulation of Lake Babine Nation’s Understanding of its Wildlife Harvesting Rights.** Lake Babine Nation articulates its understanding of Lake Babine Nation’s Wildlife Harvesting Rights. This work is led by the Wildlife Advisory Team and is informed by consultations with Members, including Urban Members. Lake Babine Nation’s understanding of its Wildlife Harvesting Rights may take the form of laws, customs and/or stewardship principles and may include topics such as:

- (a) hunting methods;
- (b) hunting seasons;
- (c) harvesting limits;
- (d) commercial harvesting rights;
- (e) training of hunters;
- (f) definition of who are Lake Babine Nation rights holders;
- (g) protocol for inviting non-Members to hunt in the Territory;
- (h) consequences for Members who breach Lake Babine Nation's rules around wildlife harvesting; and
- (i) harvesting territories. *Timeframe: within 1 year of Effective Date*

10.7 **Wildlife – Milestone 5: Building a Shared Understanding about Lake Babine Nation Wildlife Harvesting Rights.** Lake Babine Nation and the Province seek to reach a shared understanding of the scope and content of Lake Babine Nation's Wildlife Harvesting Rights and confirm that shared understanding in writing.

**Milestone 5 – Key Steps:**

1. Through the Wildlife Working Group, Lake Babine Nation shares its understanding of its Wildlife Harvesting Rights. *Timeframe: within 18 months of Effective Date*
2. Lake Babine Nation and the Province seek to reach a shared understanding of Lake Babine Nation's Wildlife Harvesting Rights. *Timeframe: within 2 years of Effective Date*
3. Lake Babine Nation and the Province seek to reach agreement and confirm any shared understanding in writing. *Timeframe: within 2 years of Effective Date*

10.8 **Wildlife – Milestone 6: Implementation of Lake Babine Nation Wildlife Harvesting Rights.** Lake Babine Nation takes additional steps to implement its Wildlife Harvesting Rights, supported by the Province as appropriate and where agreed.

**Milestone 6 – Key Steps:**

1. The Wildlife Advisory Team recommends measures for Lake Babine Nation to take to implement its Wildlife Harvesting Rights more effectively, which may include steps such as:
  - (a) confirming any Lake Babine Nation harvesting laws, customs and stewardship principles by appropriate means;
  - (b) providing education and training programs for Member harvesters;

- (c) providing training for COS staff regarding Lake Babine Nation's Wildlife Harvesting Rights; and
  - (d) establishing a way to identify Member harvesters and non-Member harvesters harvesting in accordance with Lake Babine Nation protocol.  
*Timeframe: within 2 years of Effective Date*
2. The Wildlife Working Group discusses Lake Babine Nation's plans for implementing its Wildlife Harvesting Rights, and Lake Babine Nation and the Province seek to reach agreement on any steps requiring the Province's involvement. *Timeframe: within 3 years of Effective Date*

10.9 **Wildlife – Milestone 7: Development of a Joint Moose Framework.** Lake Babine Nation and the Province seek to develop a Joint Moose Framework, an adaptive plan for jointly managing moose within the Territory that promotes:

- (a) a sustainable moose population and a predictable surplus that supports the meaningful exercise of Section 35 Rights and provincially authorized hunting;
- (b) sufficient healthy moose habitat; and
- (c) any other objectives agreed upon by Lake Babine Nation and the Province.

**Milestone 7 – Key Steps:**

1. Once the Moose Study is completed, the Wildlife Working Group:
- (a) reviews all existing information, including western ecological science and Indigenous Knowledge, and seeks to reconcile any apparent conflicts in the information and reach shared understanding of the information; and
  - (b) discusses Lake Babine Nation and the Province's respective approaches to moose management, including underlying principles and objectives.
2. Lake Babine Nation and the Province seek to co-develop a Joint Moose Framework that sets out:
- (a) geographical scope;
  - (b) shared management principles and objectives;
  - (c) population assessments, subject to available provincial funding;
  - (d) how Lake Babine Nation will share information with the Province on its annual moose harvest;
  - (e) any warranted new moose habitat protection/restoration measures;
  - (f) an approach to planning moose harvest within all or part of the Territory that aims to reach consensus between the parties-by relying on jointly developed and agreed-upon information;

- (g) provisions for inclusion of affected Indigenous nations that agree to participate in the Joint Moose Framework and/or consultation with Indigenous nations whose harvesting rights might be affected by the Framework; and
  - (h) plans for any appropriate stakeholder engagement. *Timeframe: within 3 years of Effective Date*
3. The Wildlife Working Group may by consensus discuss and seek to include additional components to the Joint Moose Framework, such as:
    - (a) revisions to the provincial management units used to manage moose within the Territory;
    - (b) plans for additional research; and
    - (c) ground-based predator control measures. *Timeframe: within 3 years of Effective Date*
  4. Lake Babine Nation and the Province develop recommendations including any required legislative changes to enable Joint Decision-Making for moose management that address the interests of the Province and Lake Babine Nation and takes into consideration other affected Indigenous nations.
  5. Lake Babine Nation, the Province and any other participating Indigenous nations review, finalize, and approve the Joint Moose Framework. *Timeframe: within 4 years of Effective Date*
  6. Lake Babine Nation, the Province and any other participating Indigenous nations develop a Moose Work Plan for the implementation of the Joint Moose Framework. *Timeframe: within 4 years of Effective Date*

10.10 **Wildlife – Milestone 8: Implementation of Joint Moose Framework.** Lake Babine Nation, the Province, and any other participating Indigenous nations implement the Joint Moose Framework pursuant to the Moose Work Plan, with any necessary adjustments.

**Milestone 8 – Key Steps:**

1. Lake Babine Nation, the Province and any other participating Indigenous nations implement the Joint Moose Framework in accordance with the Moose Work Plan. *Timeframe: ongoing*
2. Lake Babine Nation, the Province and any other participating Indigenous nations monitor, evaluate, and report on the outcomes of the Joint Moose Framework. *Timeframe: within 8 years of Effective Date*
3. Lake Babine Nation, the Province and any other participating Indigenous nations negotiate and seek to reach agreement on any adjustments to the Joint Moose Framework and Work Plan. *Timeframe: ongoing*

10.11 **Wildlife – Milestone 9: Discussion of any other Wildlife Issues of Concern to Lake Babine Nation and/or the Province.** Lake Babine Nation and the Province will use the Wildlife Working Group to raise and discuss any other significant issues of concern relating to Wildlife or Wildlife harvesting in the Territory or the exercise of Lake Babine Nation’s Wildlife Harvesting Rights. By agreement of Lake Babine Nation and the Province, the Wildlife Working Group will seek to collaboratively identify appropriate responses and/or next steps to issues of mutual concern or interest. Examples of potential topics for discussion and problem solving under this Milestone are:

- (a) a significant reduction in a Wildlife population;
- (b) environmental contamination concerns relating to Wildlife; or
- (c) any significant Wildlife habitat alteration.

10.12 **Wildlife – Milestone 10: Discussion of Tripartite Issues at the Wildlife Working Group.** At Lake Babine Nation’s request and with reasonable notice, the Wildlife Working Group will invite Canada to join and discuss Lake Babine Nation’s Wildlife Harvesting Rights and Migratory Bird Harvesting Rights. The Working Group may discuss the following topics:

- (a) the nature and scope of Lake Babine Nation’s Migratory Bird Harvesting Rights;
- (b) measures to manage migratory bird populations or their habitat within the Territory;
- (c) monitoring and enforcement; and
- (d) any other topics agreed upon by the Parties.

## **11.0 FISHERIES**

### **11.1 Fisheries – Vision**

The Parties work together on an ongoing basis to promote fish populations, including wild salmon populations in the Territory that are healthy, abundant, and sustainable. The Parties work together to ensure sufficient healthy stocks to fully satisfy Lake Babine Nation’s domestic harvest needs, and they also derive economic benefits from the fisheries resources in the Territory. The status of Lake Babine Nation’s Barricade Agreement, which Lake Babine Nation understands to be a treaty that includes a commercial fishing right, is resolved.

Lake Babine Nation manages its own fish harvest, including enforcement, in accordance with its own laws and customs to enable its Citizens to have peaceful enjoyment of their fishing rights.

Lake Babine Nation participates in fisheries management with Canada - and for matters falling under provincial jurisdiction, the Province - in accordance with its inherent rights of self-government, self-determination and Aboriginal title, and in keeping with its traditional role as a steward for the fisheries resources in the Territory.

The Parties' fisheries management decisions are informed by recognition of the effects of downstream and coastal management decisions on Lake Babine Nation's fishing rights, and a shared appreciation of the impacts that fisheries management in the Territory has on the health of the Skeena watershed as a whole.

- 11.2 **Fisheries – Milestone 1: Establishment of Fisheries Advisory Team and Fisheries Working Group.** Lake Babine Nation establishes its internal Fisheries Advisory Team. The Fisheries Advisory Team includes representatives from the Communities, Council, Hereditary Chiefs, elders, youth, experienced fishers, and LBN Fisheries. The Fisheries Advisory Team leads engagement with all Members, including Urban Members, and gathers information and develops advice for Lake Babine Nation's work under the Fisheries Milestones. *Timeframe: within 3 months of Effective Date*

The Parties establish a tripartite Fisheries Working Group. The Fisheries Working Group supports the Parties in implementing the Milestones. *Timeframe: within 3 months of Effective Date*

- 11.3 **Fisheries – Milestone 2: Confirm Scope of Fisheries Negotiation.** The Fisheries Working Group meets and develops a proposed list of fisheries topics, for negotiation, which at a minimum includes:

- (a) the Barricade Agreement, which Lake Babine Nation understands to be a treaty that includes a commercial fishing right;
- (b) Lake Babine Nation fishing rights;
- (c) sharing of available fisheries research data and analysis for the Territory;
- (d) co-management of fisheries (freshwater and anadromous), including at a minimum:
  - i. planning and conduct of fisheries research,
  - ii. development of fisheries habitat protection and restoration measures,
  - iii. management of recreational and commercial fisheries,
  - iv. monitoring and enforcement of Lake Babine Nation and non-LBN Fisheries in the Territory,
  - v. management of the Babine River Fish Fence,
  - vi. authorizations required under the *Fisheries Act* for projects/activities in the Territory, and
  - vii. capacity funding.

With the advice of the Fisheries Working Group, the Parties finalize the list of fisheries negotiations topics, confirm whether each topic is bilateral or tripartite, and confirm whether to prioritize any topics. *Timeframe: within 8 months of Effective Date*

11.4 **Fisheries – Milestone 3: Conduct Fisheries Negotiations and Seek to Reach Agreement.** The Parties, with support of the Fisheries Working Group, discuss and identify the topics for negotiation and negotiate and seek to reach agreement on those topics. *Timeframe: within 3 years of Effective Date*

## 12.0 **CHILD AND FAMILY**

### 12.1 **Child and Family – Vision**

Lake Babine Nation envisions healthy and vibrant children and families with deep connections to culture, language, and community. Through learning from, and building upon Lake Babine Nation’s strengths, traditions, values and customary laws, the goal is to build a future where no children are in care and all children are with loving Lake Babine Nation families, and where Lake Babine Nation families are continually supported as needed with education on parenting, cultural immersion opportunities, as well as with required health services and basic financial assistance so as to enable them to meet their children’s needs.

Supporting Lake Babine Nation children and their families includes meeting the needs of children with special needs and children living with Lake Babine families outside of the Territory. It also includes providing opportunities for Lake Babine Nation children who are currently in care with non-Lake Babine families to develop their Lake Babine identity and sense of belonging to the Nation.

Achieving this vision will involve reviving and applying Lake Babine Nation’s Indigenous laws, customs and traditions as they relate to the caring for children and families, to ensure that the programs, services and laws that apply are firmly rooted in Lake Babine Nation’s culture and values. Services and programs will be administered and delivered by mostly if not entirely Citizens.

12.2 **Child and Family – Milestone 1: Establishment of Child and Family Advisory Team and Child and Family Working Group.** Lake Babine Nation establishes its Child and Family Advisory Team to lead engagement with Members, including Urban Members, and provide advice to Lake Babine Nation on how to implement the Child and Family Milestones, and, where appropriate, assist in implementing the Child and Family Milestones.

The Parties establish a tripartite Child and Family Working Group to provide a forum for collaborative discussion on how to implement the Child and Family Milestones, work collaboratively with the Child and Family Advisory Team and provide advice to the Parties.

#### **Milestone 1 – Key Steps:**

1. Lake Babine Nation establishes a Child and Family Advisory Team with representation from its Communities, Urban Members, Council, Staff, Hereditary Chiefs, families and expert advisors. *Timeframe: within 1 month of Effective Date*

2. Lake Babine Nation, the Province, and Canada establish a tripartite Child and Family Working Group. The Province's representatives will include at least one representative from the Ministry of Indigenous Relations and Reconciliation and one representative from the Ministry of Children and Family Development. The Parties will invite Carrier Sekani Family Services to join the Child and Family Working Group for the purpose of completing Milestone 2. *Timeframe: within 1 month of Effective Date*

12.3 **Child and Family – Milestone 2: Enhancement of short-term delivery of child and family support services.** Lake Babine Nation identifies existing gaps, deficiencies, strengths and opportunities for short-term enhancements to Child and Family programs and services. The Parties work collaboratively to negotiate and seek to reach agreement on appropriate improvements and make all reasonable efforts to implement agreed upon measures.

**Milestone 2 – Key Steps:**

1. The Child and Family Advisory Team, in consultation with Members, including Urban Members, and in collaboration with the Child and Family Working Group, including Carrier Sekani Family Services, if willing to participate, identifies gaps, deficiencies, and strengths and opportunities for short term enhancements in Child and Family services for its Communities and Urban Members. *Timeframe: within 6 months of Effective Date*
2. With advice from the Child and Family Working Group, the Parties negotiate and seek to reach agreement on which Child and Family service improvements to implement by discussing:
  - (a) access to existing programs, services and funding envelopes;
  - (b) opportunities to expand community-based programs; and
  - (c) other reasonable funding arrangements. *Timeframe: within 9 months of Effective Date*
3. The Parties, working together with participating external partners, implement the agreed-upon short-term improvements. *Timeframe: within 9 months to 7 years of Effective Date*

12.4 **Child and Family – Milestone 3: Development of LBN Well-being Vision and Principles.** Lake Babine Nation develops Lake Babine Nation's Well-being Vision and Principles. This work will be informed by research and extensive engagement with Members, including Urban Members. The LBN Well-being Vision and Principles will inform all of Lake Babine Nation's social strategies under the Agreement (e.g. Child and Family, Education and Language, Justice, and Health).

### **Milestone 3 – Key Steps:**

1. Lake Babine Nation plans and holds engagement sessions in all the Communities and with Urban Members to inform the development of LBN Well-being Vision and Principles. *Timeframe: within 3 years of Effective Date*
2. Lake Babine Nation develops and adopts LBN Well-being Vision and Principles. *Timeframe: within 3 years of Effective Date*

- 12.5 **Child and Family - Milestone 4: Development of Lake Babine Nation Child and Family Well-being Strategy.** Lake Babine Nation develops a Child and Family Well-being Strategy in consultation with Members, including Urban Members, and in collaboration with the Child and Family Working Group. Lake Babine Nation finalizes and adopts the Strategy.

### **Milestone 4 – Key Steps:**

1. Lake Babine Nation completes research on its customary laws and practices relating to caring for children and families. *Timeframe: within 2 years of Effective Date.*
2. The Child and Family Advisory Team conducts a strengths and needs assessment for its Communities and for Urban Members to identify cultural and traditional practices, current programming, infrastructure and challenges for Lake Babine Nation child and family wellness. *Timeframe: within 2 years of Effective Date.*
3. Based on the LBN Well-being Vision and Principles, the Child and Family Advisory Team develops a Child and Family Well-being Strategy in collaboration with the Child and Family Working Group. The Child and Family Well-being Strategy identifies desired outcomes as well as the key components that need to be developed as part of Lake Babine Nation's new Child and Family Services Model (i.e. institutions, laws, policies, services). The Child and Family Well-being Strategy also identifies potential external partners to participate in delivery of services to Lake Babine Nation. *Timeframe: within 4 years of Effective Date*
4. Lake Babine Nation finalizes and adopts the Child and Family Well-being Strategy. *Timeframe: within 4 years of Effective Date*
5. Lake Babine Nation develops a human resources capacity building plan for the delivery of child and family services. *Timeframe: within 4 years of Effective Date*
6. Lake Babine Nation shares the Child and Family Well-being Strategy and its human resources capacity building plan with the Child and Family Working Group. *Timeframe: within 4 years of Effective Date*

- 12.6 **Child and Family – Milestone 5: Development of Lake Babine Nation Child and Family Services Model.** Once it has developed its Child and Family Well-being Strategy, Lake Babine Nation develops the new Lake Babine Nation Child and Family Services Model, including a Lake Babine Nation Child and Family Organization.

**Milestone 5 – Key Steps:**

1. Lake Babine Nation, in consultation with the Communities, including Urban Members, and in collaboration with the Province, Canada, and any external partners, develops its new Child and Family Services Model *Timeframe: within 5 to 10 years of Effective Date*
2. Lake Babine Nation designs and plans for its Child and Family Organization *Timeframe: within 7 years of Effective Date*
3. The Child and Family Working Group explores how Child and Family Well-being jurisdiction will work and identifies any potential policy and legislative changes that may be required to support Lake Babine Nation jurisdiction over Child and Family Well-being. *Timeframe: within 5 to 10 years of Effective Date*
4. The Parties negotiate and seek to reach agreement on how to implement Lake Babine Nation jurisdiction over Child and Family Well-being as part of the work set out in sections 9.3 to 9.6 Governance Milestones 2 to 5 or through another agreement negotiated by the Parties pursuant to any relevant legislation. *Timeframe: within 5 years of Effective Date*
5. Lake Babine Nation formalizes arrangements with any external partners who participate in the delivery of services to Lake Babine Nation children and families. *Timeframe: within 10 years of Effective Date*

- 12.7 **Child and Family – Milestone 6: Implementation of Lake Babine Nation Human Resources Capacity Building Plan and Development of Transition Plan.** Lake Babine Nation implements its human resources capacity building plan and, once it has developed all or sufficient components of its new Child and Family Services Model, the Parties develop a Transition Plan to implement the Model. They will invite external partners to participate in those discussions, as appropriate.

**Milestone 6 – Key Steps:**

1. Lake Babine Nation, in collaboration with the Province and Canada and external partners, as appropriate, develops a Transition Plan for staged and full implementation of its Child and Family Services Model. *Timeframe: within 10 years of Effective Date*
2. Lake Babine Nation implements its child and family human resources capacity building plan. *Timeframe: within 10 years of Effective Date*

- 12.8 **Child and Family – Milestone 7: Implementation of the Lake Babine Nation Child and Family Services Model.** Lake Babine Nation implements its Child and Family Organization and Services Model in accordance with the Transition Plan and exercises jurisdiction over Child and Family well-being pursuant to Governance Milestones 2 to 5 or through another agreement negotiated by the Parties under any relevant legislation.

**Milestone 7 – Key Steps and Timeframe:**

1. Lake Babine Nation operationalizes its Child and Family Organization.  
*Timeframe: within 7 to 10 years of Effective Date*
2. The Parties' agreement to implement Lake Babine Nation's jurisdiction comes into force or Lake Babine Nation is established as a self-governing Nation pursuant to Governance Milestones 2 to 5 and related Key Steps set out in sections 9.3 to 9.6, and the Province and Canada recommend any required legislative or policy changes to implement the Lake Babine Nation Child and Family Services Model. *Timeframe: within 7 to 15 years of Effective Date*
3. Lake Babine Nation implements its new Child and Family Services Model in accordance with the Transition Plan. *Timeframe: within 7 to 15 years of Effective Date*
4. Lake Babine Nation continues to implement its child and family human resources capacity building plan as needed. *Timeframe: within 10 to 20 years of Effective Date*
5. Lake Babine Nation obtains monitoring, evaluation and reporting on outcomes resulting from this Milestone. Lake Babine Nation will obtain input from the Child and Family Working Group on the assessment criteria. The assessment will be independent but will be conducted through a Lake Babine Nation lens, including the LBN Well-being Vision and Principles. *Timeframe: within 15 to 17 years of Effective Date*
6. Lake Babine Nation reviews outcomes with the Province and Canada and revises the Lake Babine Nation Child and Family Services Model as needed.  
*Timeframe: ongoing*

**13.0 EDUCATION AND LANGUAGE**

**13.1 Education and Language – Vision**

High quality education that is informed by and imparts Lake Babine Nation's own values and culture contributes significantly to the well-being and success of Lake Babine Nation, its Communities, and its Citizens. Lake Babine Nation offers lifelong education of the highest quality for its LBN Learners in Lake Babine Nation schools and in other schools.

Lake Babine Nation offers full-time Nat'oot'en immersion for pre-schoolers and elementary students in Woyenne, Fort Babine and Tachet, as well as language courses for other LBN Learners in and beyond its Communities. This increased fluency and pride in the Nat'oot'en language fosters a vibrant culture and the fuller preservation and transmission of Lake Babine Nation traditional knowledge.

High-quality post secondary education and training opportunities include courses delivered in the Communities, and they allow LBN Learners to acquire the education they need to pursue fulfilling employment. Post-secondary education and training also support Lake Babine Nation in developing a workforce that can seize emerging opportunities in Lake Babine Nation's own government and businesses.

Lake Babine Nation exercises its jurisdiction to ensure that all LBN Learners attending Lake Babine Nation schools are afforded high quality, culturally appropriate education that meets individual student needs and supports them in overcoming any challenges that they may face. Lake Babine Nation also ensures that LBN Learners attending non-Lake Babine Nation schools are afforded such education.

Education includes a variety of cultural and Nat'oot'en camps located in the Territory and offered throughout the year for families, Citizens requiring healing, children in care and other Citizens living away from the Communities. These camps help impart the Nation's language and traditional teachings and foster strong cultural identity and pride in Citizens and support non-Lake Babine Nation family members.

Lake Babine Nation's exercise of jurisdiction over Education and Language and the programs and support that it offers LBN Learners align with and implement UNDRIP, the Calls to Action in the Truth and Reconciliation Commission's or TRC 2015 report, the Principles respecting the Government of Canada's relationship with Indigenous Peoples, the Province's 1995 New Relationship document, the 2005 Transformative Change Accord between the Province, Canada and First Nations, and the Province's Aboriginal Post-Secondary Education and Training Policy Framework (June 2012).

- 13.2 **Education and Language – Milestone 1: Establishment of Education/Language Advisory Team and Working Group.** Lake Babine Nation establishes its internal Education/Language Advisory Team to lead engagement with Members, provide advice to Lake Babine Nation on how to implement the Education and Language Milestones, and where appropriate, assist in implementing the Education and Language Milestones.

The Parties establish a tripartite Education/Language Working Group to provide a forum for collaborative discussion on how to implement the Education and Language Milestones, work collaboratively with the Education/Language Advisory Team and provide advice to the Parties.

**Milestone 1 – Key Steps:**

1. Lake Babine Nation establishes an Education/Language Advisory Team with representation from its Communities, Urban Members, Hereditary Chiefs, elders and youth, staff, and Council, supported by technicians as required. *Timeframe: within 1 month of Effective Date*
2. Lake Babine Nation, the Province, and Canada establish the Education/Language Working Group. *Timeframe: within 1 month of Effective Date*

- 13.3 **Education and Language – Milestone 2: Development of Lake Babine Nation Language Strategy.** Lake Babine Nation develops a Language Strategy to maximize language fluency amongst LBN Learners. The Language Strategy will set out the key components to be developed to achieve the Education/Language Vision.

**Milestone 2 – Key Steps:**

1. The Education/Language Advisory Team researches the current state of Nat’oot’en fluency within Lake Babine Nation. *Timeframe: within 2 years of Effective Date*
2. Drawing on the LBN Well-being Vision and Principles, the Education/Language Advisory Team, in consultation with Members, including Urban Members, and in collaboration with Education/Language Working Group, develops a Language Strategy that addresses:
  - (a) steps to be completed in respect of these key matters: teacher accreditation for teaching Nat’oot’en, Nat’oot’en curriculum for Lake Babine Nation schools including full-time Nat’oot’en immersion, Nat’oot’en curriculum for outside of Lake Babine Nation schools including non-Lake Babine Nation schools and LBN Learners outside the Lake Babine Nation school system, Nat’oot’en Resources Centre, land-based culture and Nat’oot’en language camps for children and youth including those in care, families, Citizens in need of healing, and support for LBN Learners with special needs;
  - (b) establishment of the LBN Language Authority;
  - (c) role of and relationships with external Language partners;
  - (d) Lake Babine Nation human resources capacity building plan for Language services;
  - (e) short-term improvements to language programs for LBN Learners pursuant to existing programs and opportunities;
  - (f) language workplan and approximate funding required to implement the Language Strategy, or at minimum, funding for the first 5 years; and
  - (g) any other appropriate matters. *Timeframe: within 4 years of Effective Date*
3. The Education/Language Advisory Team shares the Language Strategy with the Education/Language Working Group. *Timeframe: within 4 years of Effective Date*
4. The Parties negotiate and seek to reach agreement on how to implement the Language Strategy, including any agreements, or recommendations for policy changes and legislative amendments that may be required to support the implementation of the Language Strategy. *Timeframe: within 5 years of Effective Date*

- 13.4 **Education and Language – Milestone 3: Development of Lake Babine Nation Early Years Education Strategy.** Lake Babine Nation develops an Early Childhood Education Strategy. The Early Childhood Education Strategy will set out the key components to be developed to achieve the Education/Language Vision.

**Milestone 3 – Key Steps:**

1. Drawing on the LBN Well-being Vision and Principles, the Education/Language Advisory Team, in consultation with Members, including Urban Members, and in collaboration with the Education/Language Working Group, develops an Early Childhood Education Strategy that addresses:
  - (a) steps to be completed in respect of these key topics: early childhood educator accreditation, curriculum for Lake Babine Nation early years programming, improving curriculum implementation in early years programming, how to support LBN Learners with special needs, seamless transitions to K-12 education system, expanding coverage of early childhood education in all the Communities over the life of this Agreement;
  - (b) establishment of the LBN Education Authority;
  - (c) role of and relationships with external education partners;
  - (d) Lake Babine Nation human resources capacity building plan for Early Childhood Education Strategy;
  - (e) additional or improved early childhood education infrastructure in the Communities;
  - (f) short-term improvements to early childhood education programs for Member children pursuant to existing programs and opportunities;
  - (g) early childhood education workplan and approximate funding required to implement Early Childhood Education Strategy, or at minimum, funding for the first 5 years of the Strategy; and
  - (h) any other appropriate matters. *Timeframe: within 4 years of Effective Date*
2. The Education/Language Advisory Team shares the Early Childhood Education Strategy with the Education/Language Working Group. *Timeframe: within 4 years of Effective Date*
3. The Parties negotiate and seek to reach agreement on how to implement the Early Childhood Education Strategy, including any agreements, policy changes, and legislative amendments that may be required to support the implementation of the ECE Strategy. *Timeframe: within 5 years of Effective Date*

- 13.5 **Education and Language – Milestone 4: Development of Lake Babine Nation K-12 Education Strategy.** Lake Babine Nation develops a K-12 Education Strategy. The K-12 Education Strategy will set out the key components to be developed to achieve the Education/Language Vision.

**Milestone 4 – Key Steps:**

1. Drawing on the LBN Well-being Vision and Principles, the Education/Language Advisory Team, in consultation with Members, including Urban Members, and in collaboration with the Education/Language Working Group, develops a K-12 Education Strategy that addresses:
  - (a) steps to be completed in respect of these key topics: teacher accreditation, curriculum for Lake Babine Nation schools, improving curriculum and curriculum implementation in external schools attended by LBN Learners, certification of graduating students, expanding coverage in Woyenne, Fort Babine and Tachet schools, how to support LBN Learners with special needs;
  - (b) establishment of the LBN Education Authority;
  - (c) role of and relationships with external education partners;
  - (d) Lake Babine Nation human resources capacity building plan for the K-12 Education Strategy;
  - (e) additional or improved school infrastructure in the Communities;
  - (f) short term improvements to education programs for LBN Learners pursuant to existing programs and opportunities;
  - (g) K-12 Education Workplan and approximate funding required to implement the K-12 Education Strategy, or at minimum, funding for the first 5 years of the Strategy; and
  - (h) any other appropriate matters. *Timeframe: within 4 years of Effective Date*
2. The Education/Language Advisory Team shares the K-12 Education Strategy with the Education/Language Working Group.
3. The Parties negotiate and seek to reach agreement on how to implement the K-12 Education Strategy, including any agreements, or recommendations for policy changes and legislative amendments, that may be required to support the implementation of the K-12 Education Strategy. *Timeframe: within 5 years of Effective Date*

- 13.6 **Education and Language – Milestone 5: Implementation of LBN Education and Language Strategies.** Lake Babine Nation implements its Language, Early Childhood Education Strategy and K-12 Education Strategy in collaboration Canada, the Province, and its external education partners and monitors and adjusts them as required.

**Milestone 5 – Key Steps:**

1. Lake Babine Nation establishes the LBN Education and Language Authorities.  
*Timeframe: within 6 years of Effective Date*
2. The LBN Education and Language Authorities implement the Language, Early Childhood Education and K-12 Strategies in accordance with their workplans.  
*Timeframe: within 10 years or more of Effective Date*
3. The Parties negotiate and seek to reach agreement on how to implement Lake Babine Nation’s jurisdiction over education and language as part of the work under Governance Milestones 2 to 5 set out in sections 9.3 to 9.6 and their related Key Steps or through another agreement negotiated by the Parties pursuant to any relevant legislation. *Timeframe: within 6 to 10 years of Effective Date*
4. Lake Babine Nation obtains monitoring, evaluation and reporting on outcomes resulting from the implementation of its Education and Language Strategies. Lake Babine Nation will obtain input from the Education/Language Working Group on the assessment criteria. The assessment will be independent but will be conducted through a Lake Babine Nation lens, including the LBN Well-being Vision and Principles. *Timeframe: within 15 years of Effective Date*
5. Lake Babine Nation reviews outcomes with the Province and Canada and adjusts programs and services as needed. *Timeframe: ongoing*

- 13.7 **Education and Language – Milestone 6: Development and Implementation of a Post-Secondary Education Strategy.** Lake Babine Nation, in collaboration with the Education/Language Working Group develops and implements a Post-Secondary Education Strategy to support LBN Learners in their efforts to secure meaningful employment.

**Milestone 6 – Key Steps:**

1. Drawing on the LBN Well-being Vision and Principles, the Education/Language Advisory Team, in consultation with Members, including Urban Members, and in collaboration with the Education/Language Working Group, develops a Post-Secondary Education Strategy that addresses:
  - (a) guidance to LBN Learners to assist them with decision-making about their post-secondary education;
  - (b) life skills and wellness support for LBN Learners including those with special needs who are pursuing post-secondary education;

- (c) improved funding to support Citizens' pursuit of post-secondary education, including LBN Learners who were in care, and with a focus on developing a workforce for Lake Babine Nation's government and its businesses;
  - (d) appropriate types of post-secondary education opportunities in the Communities, including Burns Lake, grounded in the principles outlined in the Province's Aboriginal Post-Secondary Education and Training Policy Framework and the principle of community-based development and delivery of programs to meet the current and emerging workforce needs of Lake Babine Nation, including work experience programs;
  - (e) increased institutional capacity for the Ted Williams Memorial Learning Centre; and
  - (f) co-ordination between the Post-Secondary Education Strategy and human resources capacity development strategies. *Timeframe: within 2 years of Effective Date*
2. The Education/Language Advisory Team works with the Education/Language Working Group and other education partners to implement Lake Babine Nation's Post-Secondary Education Strategy. *Timeframe: within 4 years of Effective Date*
  3. Lake Babine Nation monitors the emerging needs of Lake Babine Nation government, its businesses, and its Citizens as well as outcomes of the Post-Secondary Education Strategy and adjusts its Education Strategy as needed. *Timeframe: ongoing*

13.8 **Education and Language – Milestone 7: Strengthening Partnerships with External Education Providers for LBN Learners in non-Lake Babine Nation Schools.** Lake Babine Nation works with external education providers to develop strong partnerships. This will include securing commitments and accountability of those partners in respect of resourcing and outcomes for LBN Learners in non-Lake Babine Nation schools, and removing financial disincentives on Lake Babine Nation teachers teaching in non-Lake Babine Nation schools. Lake Babine Nation will also work with external education providers to improve both their Aboriginal/Lake Babine Nation curriculum and the delivery of that curriculum, as noted above in Education and Language Milestone 4, Key Step 1a.

**Milestone 7 – Key Steps:**

1. Education/Language Advisory Team, supported by the Education/Language Working Group, the Province, and Canada, secures commitments from external education providers that:
  - (a) provide for necessary resources to meaningfully support quality education of LBN Learners in non-Lake Babine Nation schools, including those with special needs; and

- (b) ensure transparency and strong accountability by non-Lake Babine Nation schools in respect of spending, strategies and outcomes (e.g. twice a year head count to determine funding allocations, annual reporting on how funds are spent, outcomes monitoring, an Aboriginal body that has a meaningful role in guiding the school district's approach to education for Aboriginal learners and that includes Lake Babine Nation representation where a significant number of LBN Learners attend that district's schools). *Timeframe: within 2 years of Effective Date*
2. Lake Babine Nation, the Province and Canada consider the need for any legislative or policy changes that may be required to secure transparency and accountability from non-Lake Babine Nation schools. *Timeframe: within 2 years of Effective Date*
3. The Education/Language Advisory Team works on behalf of Lake Babine Nation to secure opportunities for Lake Babine Nation teachers to work in non-Lake Babine Nation local schools without facing financial penalty for working off-reserve (i.e. secondment agreements). *Timeframe: within 2 years of Effective Date*
4. The Education/Language Advisory Team works with external education providers to develop and implement strategy to provide effective training for teachers to teach Lake Babine Nation and other Aboriginal students Lake Babine Nation/Aboriginal curriculum. *Timeframe: within 2 years of Effective Date*
5. The Education/Language Advisory Team works with external education providers to improve dialogue and working relationship Lake Babine Nation parents and teachers and administrators of non-Lake Babine Nation schools. *Timeframe: within 2 years of Effective Date*

## **14.0 JUSTICE**

### **14.1 Justice – Vision**

Lake Babine Nation, in collaboration with Canada and the Province, promotes the safety and well-being of its Citizens. Lake Babine Nation establishes justice programs through which its Citizens in conflict with the law accept responsibility and have the opportunity to reconcile with victims and their community in a culturally appropriate way, both pre and post-conviction. Lake Babine Nation works with federal and provincial partners to enhance service delivery and overcome systemic barriers that may have played a part in criminality. Lake Babine Nation develops a non-adversarial, non-retributive approach to justice that emphasizes healing, meaningful accountability and the involvement of the community to ensure the safety and well-being of its Citizens. Positive Lake Babine Nation outcomes include enhanced service delivery, overcoming social and economic issues that play a part in criminality, disrupting cycles of violence and abuse, stopping crime upstream, restoring balance in the community, reducing conflicts with the criminal justice system, reducing recidivism (re-offending), increasing community involvement in reintegrating its Citizens following incarceration and achieving high success rates for its Citizens in finding a healthy life path.

Lake Babine Nation's criminal justice programs are founded on its own Indigenous Laws. Lake Babine Nation's programs, solutions, and its approach to sentencing emphasize and balance rehabilitation, reparation, and accountability to the victims and the affected community, while also prioritizing community safety and risk reduction; they address youth and adult offenders in distinctive ways by utilizing all practical alternatives to incarceration.

The application of Lake Babine Nation's Indigenous Laws is strengthened beyond the criminal law realm, in other aspects of the lives of its Citizens, Communities, and the Nation. The precise scope and content of the Indigenous Laws has been established through deep engagement with its Citizens, and implementation has been achieved in collaboration with the Province and Canada.

- 14.2 **Justice – Milestone 1: Establishment of Justice Advisory Team and Working Group.** Lake Babine Nation establishes its internal Justice Advisory Team to lead engagement with its Members, including Urban Members, and provide advice to Lake Babine Nation on how to implement the Justice Milestones, and, where appropriate, assist in implementing the Justice Milestones.

The Parties establish a tripartite Justice Working Group to provide a forum for collaborative discussion on how to implement the Justice Milestones, work collaboratively with the Justice Advisory Team, and provide advice to the Parties.

**Milestone 1 – Key Steps:**

1. Lake Babine Nation establishes a Justice Advisory Team with representation from its Communities, Urban Members, Hereditary Chiefs, elders and youth, staff, and Council, supported by technicians as required. *Timeframe: within 1 month of Effective Date*
2. The Parties establish the Justice Working Group. *Timeframe: within 1 month of Effective Date*

- 14.3 **Justice – Milestone 2: Enhancement of Short Term Delivery of Justice Programs and Services.** Lake Babine Nation, in consultation with its Members, including Urban Members, and in collaboration with the Justice Working Group, identifies existing gaps, deficiencies, strengths and opportunities for short-term enhancements to Justice programs and services. The Parties work collaboratively to negotiate and seek to reach agreement on appropriate improvements and make all reasonable efforts to implement the agreed upon measures.

**Milestone 2 – Key Steps:**

1. The Justice Advisory Team, in consultation with Members, including Urban Members, and in collaboration with the Justice Working Group, identifies existing gaps, deficiencies, strengths and opportunities for short-term enhancements to Justice programs and services. Two of the improvements that the Justice Advisory Team will plan for are:
  - (a) the establishment by Lake Babine Nation of Restorative Youth Justice Conferencing for both diversion and pre-sentencing; and

- (b) the conduct by Lake Babine Nation of cultural competency training with key federal and provincial agencies and departments to foster collaboration and strengthen understanding. *Timeframe: within 6 months of Effective Date*
2. With the advice of the Justice Working Group, the Parties negotiate and seek to reach agreement on which Justice program and service improvements to implement by discussing:
    - (a) access to existing programs, services and funding envelopes;
    - (b) opportunities to expand community-based programs; and
    - (c) other reasonable funding arrangements. *Timeframe: within 1 year of Effective Date*
  3. The Parties implement the agreed-upon short term improvements. *Timeframe: within 1 to 5 years of Effective Date*

14.4 **Justice – Milestone 3: Development of Restorative Justice Strategy including Plans for Restorative Justice Centre.** Lake Babine Nation develops a Restorative Justice Strategy in consultation with Members, including Urban Members, and in collaboration with the Justice Working Group. The Restorative Justice Strategy establishes culturally appropriate Justice programs and services founded on Lake Babine Nation’s Indigenous Laws and delivered through a Restorative Justice Centre. Lake Babine Nation also develops its human resources capacity building plan.

**Milestone 3 – Key Steps:**

1. The Justice Advisory Team engages with Members, including Urban Members, to obtain:
  - (a) information for a strengths and needs assessment which will determine how existing programs and services have benefitted and what remaining gaps/deficiencies require attention; and
  - (b) feedback on priority topic areas for the Restorative Justice programs that will be developed under the Restorative Justice Strategy. *Timeframe: within 2 to 3 years of Effective Date*
2. The Justice Advisory Team conducts the strengths and needs assessment. *Timeframe: within 3 years of Effective Date*
3. Based on the LBN Well-being Vision and Principles, Lake Babine Nation develops the Restorative Justice Strategy, with a significant and distinctive youth component, in collaboration with the Justice Working group. The Restorative Justice Strategy includes desired outcomes and key components and, at a minimum, includes programs and services addresses the following topic areas:
  - (a) victim-offender mediation;
  - (b) restorative youth-justice conferencing;

- (c) Gladue report writers;
  - (d) circle sentencing for adult and youth offenders;
  - (e) releasing circles;
  - (f) healing circles for adult offenders;
  - (g) alternative measures program for adult and youth offenders;
  - (h) diversion programs for adult and youth offenders;
  - (i) supervision of offenders with supervision for youth preferably by Lake Babine Nation;
  - (j) Lake Babine Nation community victim services;
  - (k) after-care program workers for release plans and reintegration;
  - (l) family violence prevention workers;
  - (m) support workers for youth/adults with special needs; and
  - (n) any other programs or services that support the Lake Babine Nation Justice Vision. *Timeframe: within 4 years of Effective Date*
4. The Justice Advisory Team, in consultation with Members, including Urban Members, and in collaboration with the Justice Working Group, develops plans for the Restorative Justice Centre, including the appropriate governance structure to provide direction and oversight, and identifies any appropriate external partners to deliver restorative justice programs. *Timeframe: within 4 years of Effective Date*
  5. The Justice Advisory Team develops a human resources capacity building plan to support implementation of the Restorative Justice Strategy and shares the capacity building plan with the Justice Working Group. *Timeframe: within 4 years of Effective Date*

14.5 **Justice – Milestone 4: Implementation of Restorative Justice Strategy including launch of Restorative Justice Centre.** Lake Babine Nation implements its Restorative Justice Strategy, including the launch of its Restorative Justice Centre, in collaboration with any external partners.

**Milestone 4 – Key Steps:**

1. The Parties negotiate and seek to reach agreement on how the Province and Canada will support the implementation of the Restorative Justice Strategy and identify any adjustments to federal and provincial justice policies that may be required to implement the Strategy. *Timeframe: within 5 years of Effective Date*

2. Lake Babine Nation formalizes arrangements with any external partners who will help deliver justice programs and services. *Timeframe: within 5 years of Effective Date*
3. Lake Babine Nation launches its Restorative Justice Centre and implements its Restorative Justice Strategy, including its human resources capacity building plan. *Timeframe: within 6 years of Effective Date*
4. Lake Babine Nation obtains monitoring, evaluation and reporting on outcomes resulting from this Milestone. Lake Babine Nation will obtain input from the Justice Working Group on the assessment criteria. The assessment will be independent but will be conducted through a Lake Babine Nation lens, including the LBN Well-being Vision and Principles. Lake Babine Nation adjusts its approach as needed, assesses outcomes with the Province and Canada, and improves programs and services as needed. *Timeframe: within 12 years of Effective Date*

14.6 **Justice – Milestone 5: Development of an Indigenous Law Strategy.** Lake Babine Nation strengthens the application of its Indigenous Laws in various areas not adequately addressed through the Canadian legal system. Certain components of Lake Babine Nation’s Indigenous Laws are implemented pursuant to Milestones in other parts of this Agreement (e.g. Lake Babine Nation Governance, Child and Family, Wildlife), while others will be determined under this Milestone, in collaboration with the Province and Canada, through the development of an Indigenous Law Strategy.

**Milestone 5 – Key Steps:**

1. Lake Babine Nation conducts community engagement with Members, including Urban Members, to identify key areas not already identified in other parts of this Agreement over which Lake Babine Nation will seek to exercise jurisdiction through its Indigenous Laws, which will need to be drawn out/codified, and how those Laws will apply. *Timeframe: within 9 years of Effective Date*
2. Lake Babine Nation undertakes a research project to draw out its Indigenous Laws in the chosen subject areas. *Timeframe: within 11 years of Effective Date*
3. Lake Babine Nation develops its Indigenous Laws Strategy, in collaboration with the Justice Working Group, including the subject areas where it seeks to exercise jurisdiction and the Indigenous Laws that it seeks to apply. The Justice Working Group identifies any policy or legislative changes that may be required to support the Indigenous Law Strategy. *Timeframe: within 12 years of Effective Date*
4. The Parties negotiate and seek to reach agreement on the scope and application of Lake Babine Nation’s Indigenous Laws and the coordination of Lake Babine Nation, federal and provincial jurisdiction as part of the work under sections 9.3 to 9.6 Governance Milestones 2 to 5 or through another agreement negotiated by the Parties pursuant to any relevant legislation. *Timeframe: within 13 years of Effective Date*
5. Lake Babine Nation develops a human resources capacity building plan to support the implementation of its Indigenous Law Strategy. *Timeframe: within 13 years of Effective Date*

6. Lake Babine Nation develops a transition plan in collaboration with the Province and Canada to implement its Indigenous Law Strategy. *Timeframe: within 13 years of Effective Date*

14.7 **Justice - Milestone 6: Implementation of the Indigenous Law Strategy.** Lake Babine Nation implements its Indigenous Law Strategy.

**Milestone 6 - Key Steps:**

1. Lake Babine Nation implements its Indigenous Law Strategy in accordance with the transition plan developed in Milestone 5. *Timeframe: within 13 to 20 years of Effective Date*
2. Lake Babine Nation obtains monitoring, evaluation and reporting on outcomes resulting from this Milestone. Lake Babine Nation will obtain input from the Justice Working Group on the assessment criteria. The assessment will be independent but will be conducted through a Lake Babine Nation lens, including the LBN Well-being Vision and Principles. *Timeframe: within 16 to 20 years of Effective Date*
3. Lake Babine Nation reviews outcomes with the Province and Canada and revises its approach as needed. *Timeframe: ongoing*

**15.0 HEALTH**

**15.1 Health – Vision**

Lake Babine Nation Citizens, families, and Communities enjoy a high level of mental and physical health through a holistic approach to well-being. Culturally appropriate health programs and services are complemented and reinforced by Lake Babine Nation's child and family, education and language, and justice programs and services; significantly improved housing and community infrastructure; and Lake Babine Nation's deeply grounding relationship with its Territory, including Citizens' peaceful enjoyment of Lake Babine Nation's Section 35 Rights.

In partnership with Canada, the Province, and other health care partners, Lake Babine Nation supplements the medical care delivered by the Province's health care system. Lake Babine Nation's health programs and services are delivered in the Communities and to Citizens living outside the Communities, are rooted in Lake Babine Nation's culture, and include traditional healing and practices. These programs and services meet the needs of the Communities, Citizens and Lake Babine Nation families by helping to prevent health problems, supporting Citizens through their mental and physical health challenges, and empowering them to thrive.

Lake Babine Nation Citizens enjoy rewarding employment delivering health programs and services in all the Communities.

- 15.2 **Health – Milestone 1: Establishment of Health Advisory Team and Working Group.** Lake Babine Nation establishes its internal Health Advisory Team to lead engagement with its Members, including Urban Members, and provide advice to Lake Babine Nation on how to implement the Health Milestones, and, where appropriate, assist in implementing the Health Milestones.

The Parties establish a tripartite Health Working Group, which they will invite the First Nations Health Authority or FNHA and Northern Health Authority to join. The Health Working Group provides a forum for collaborative discussion on how to implement the Health Milestones, works collaboratively with the Health Advisory Team and provides advice to the Parties.

**Milestone 1 – Key Steps:**

1. Lake Babine Nation establishes a Health Advisory Team with representation from its Communities, Urban Members, Hereditary Chiefs, elders and youth, staff, and Council, supported by technicians as required. *Timeframe: within 1 month of Effective Date*
2. Lake Babine Nation, the Province, and Canada, establish a tripartite Health Working Group, which they invite the First Nations Health Authority and Northern Health Authority to join. *Timeframe: within 1 month of Effective Date*

**15.3 Health – Milestone 2: Enhancement of Short-Term Delivery of Health Services.**

Lake Babine Nation identifies existing gaps, deficiencies, strengths and opportunities for short-term enhancements to Health Services. The Parties work collaboratively to reach agreement on appropriate improvements and make all reasonable efforts to implement agreed-upon measures.

**Milestone 2 – Key Steps:**

1. The Health Advisory Team, in consultation with Members, including Urban Members, and in collaboration with the Health Working Group, identifies gaps, deficiencies, strengths and opportunities in health services available in the Communities and to Urban Members. *Timeframe: 9 months of Effective Date*
2. With the advice of the Health Working Group, the Parties negotiate and seek to reach agreement on which Health program and service improvements to implement by discussing:
  - (a) access to existing programs, services and funding envelopes, including the funding provided to Lake Babine Nation under this Agreement;
  - (b) opportunities to expand community-based programs; and
  - (c) other reasonable funding arrangements. *Timeframe: within 1 year of Effective Date*
3. Lake Babine Nation, the Province, Canada, and as appropriate, Northern Health and FNHA, implement the agreed upon short-term improvements. *Timeframe: within 1 to 7 years of Effective Date*

- 15.4 **Health – Milestone 3: Development of Holistic Health Strategy.** Lake Babine Nation develops a Holistic Health Strategy founded on the LBN Well-being Vision and Principles. Lake Babine Nation finalizes and adopts the Holistic Health Strategy.

**Milestone 3 – Key Steps:**

1. The Health Advisory Team, in consultation with Members, including Urban Members, and in collaboration with the Health Working Group, develops the Holistic Health Strategy that addresses:
  - (a) topics integral to the health of Members, such as preventative care, nutrition, chronic illnesses, mental health, substance abuse, mental and physical disabilities, maternal health, health emergency preparedness;
  - (b) traditional healing and practices;
  - (c) improved local health care delivery in all the Communities;
  - (d) additional or improved health infrastructure in the Communities and for Urban Members;
  - (e) role of and relationships with the Province, Canada, and other external healthcare partners; and
  - (f) Lake Babine Nation human resources capacity building plan to implement the Health Strategy. *Timeframe: within 4 years of Effective Date*
2. The Health Advisory Team shares the Holistic Health Strategy with the Health Working Group and the Parties negotiate and seek to reach agreement on how to implement the Holistic Health Strategy. They also determine what role external healthcare partners will play in supporting Strategy implementation. *Timeframe: within 5 years of Effective Date*
3. The Health Working Group and any other external healthcare partners explore any new agreements and policies changes that may be required to support the implementation of the Holistic Health Strategy. *Timeframe: within 5 years of Effective Date*

- 15.5 **Health – Milestone 4: Implementation of Holistic Health Strategy.** Lake Babine Nation implements its Holistic Health Strategy in collaboration with the Province, Canada and external health partners, adjusting it as required.

**Milestone 4 – Key Steps:**

1. Lake Babine Nation and external health partners implement the Holistic Health Strategy. *Timeframe: within 8 years of Effective Date*
2. Lake Babine Nation obtains monitoring, evaluation and reporting on outcomes resulting from this Milestone. Lake Babine Nation obtains input from the Health Working Group on the assessment criteria. The assessment is independent but is conducted through a Lake Babine Nation lens, including the LBN Well-being Vision and Principles. *Timeframe: within 12 years of Effective Date*
3. Lake Babine Nation reviews outcomes with the Province and Canada and adjusts programs and services as needed. *Timeframe: ongoing*

- 15.6 **Health – Milestone 5: Construction of a Lake Babine Healing Centre.** Lake Babine Nation establishes a Healing Centre on the Territory to provide residential and follow up treatment for addictions and intergenerational trauma, including residential school trauma, to Citizens and potentially other Aboriginal people.

**Milestone 5 – Key Steps:**

1. Lake Babine Nation establishes the Healing Centre Planning Team that includes representatives from the Health Advisory Team and the Infrastructure Advisory Team to plan for the construction and operation of the Healing Centre. *Timeframe: within 1 year of Effective Date*
2. The Healing Centre Planning Team, in consultation with Members, including Urban Members, and with the advice of the Health Working Group and the Infrastructure Working Group, and working with qualified consultants, develops construction and operation plans for the Healing Centre. *Timeframe: within 2 years of Effective Date*
3. The Healing Centre Planning Team shares the Healing Centre plans with the Health Working Group and the Infrastructure Working Group for review, discussion and revisions, as appropriate. *Timeframe: within 2.5 years of Effective Date*
4. The Health Working Group and the Infrastructure Working Group work collaboratively to identify the funding sources to build and operate the Healing Centre, and the Parties negotiate and seek to reach agreement on funding for the Centre. *Timeframe: within 4 years of Effective Date*
5. Lake Babine Nation begins to implement its human resources plan for the Healing Centre. *Timeframe: within 4 to 5 years of Effective Date*
6. Lake Babine Nation develops policies and programming for the Healing Centre, including follow-up programs, and identifies complementary programs to help support recovery of Centre's clients. *Timeframe: Within 5 years of Effective Date*
7. Healing Centre is built in accordance with the agreed-upon funding plans and opens. *Timeframe: within 5 years of Effective Date*
8. Lake Babine Nation obtains monitoring, evaluation and reporting on outcomes for the Healing Centre. Lake Babine Nation will obtain input from the Health Working Group on the assessment criteria. The assessment will be independent but will be conducted through a Lake Babine Nation lens, including the LBN Well-being Vision and Principles. *Timeframe: within 9 years of Effective Date*
9. Lake Babine Nation reviews outcomes and adjusts programming at the Healing Centre and related programming as needed. *Timeframe: ongoing*

- 15.7 **Health – Milestone 6: Construction of Elders and Disability Centre.** Lake Babine Nation establishes an Elders and Disability Centre on the Territory to provide culturally appropriate housing and care for Citizens.

**Milestone 6 – Key Steps:**

1. Lake Babine Nation establishes an Elders and Disability Centre Planning Team that includes representatives from the Health Advisory Team and the Infrastructure Advisory Team to plan for the construction and operation of the Elders and Disability Centre. *Timeframe: within 1 year of Effective Date*
2. The Planning Team, in consultation with Members, staff, and Council, with the advice of the Health Working Group and the Infrastructure Working Group and working with qualified consultants develops plans for the construction and operation of the Elders and Disability Centre. *Timeframe: within 2 years of Effective Date*
3. The Elders and Disability Centre Planning Team shares the Elders and Disability Centre plans with the Health Working Group and the Infrastructure Working Group for review, discussion and revisions, as appropriate. *Timeframe: within 2 years of Effective Date*
4. The Health Working Group and the Infrastructure Working Group work collaboratively to identify the funding sources to build and operate the Centre, and the Parties negotiate and seek to reach agreement on funding for the Centre. *Timeframe: within 4 years of Effective Date*
5. Lake Babine Nation begins to implement its human resources plan for the Elders and Disability Centre. *Timeframe: within 4 to 5 years of Effective Date*
6. Lake Babine Nation develops policies programming for the Elders and Disability Centre, including any external complementary programs for residents and potentially non-resident seniors and people with disabilities. *Timeframe: within 5 years of Effective Date*
7. Elders and Disability Centre is built in accordance with the agreed-upon funding plans and opens. *Timeframe: within 5 years of Effective Date*
8. Lake Babine Nation obtains monitoring, evaluation and reporting on outcomes for the Elders and Disability Centre. Lake Babine Nation will obtain input from the Health Working Group on the assessment criteria. The assessment will be independent but will be conducted through a Lake Babine Nation lens, including the LBN Well-being Vision and Principles. *Timeframe: within 9 years of Effective Date*
9. Lake Babine Nation reviews outcomes and adjusts programming at the Elders and Disability Centre and related programming as needed. *Timeframe: ongoing*

## 16.0 COMMUNITY PLANNING AND INFRASTRUCTURE

### 16.1 Infrastructure – Vision

Lake Babine Nation's Communities all have good infrastructure in keeping with the priorities identified in the Nation's Comprehensive Community Plan and its Community Infrastructure Plans to:

- (a) house their administrations;
- (b) allow Citizens to gather, participate in programs and services, engage in healthy and meaningful indoor and outdoor recreational activities; and
- (c) help Citizens be healthy and safe in their Communities.

The Communities all have enough good quality, affordable, rental housing for Citizens who want to live in the Communities and need it. Lake Babine Nation's rental housing policy is transparent, fair, and consistently enforced; its rental housing program is financially sustainable, receiving enough rent to achieve full cost recovery and maintain the rental housing stock in good condition. Lake Babine Nation provides its Citizens with the opportunity to become homeowners in the Communities pursuant to transparent and fair home ownership policies.

The Communities have enough trained staff to take good care of their infrastructure and rental housing, and many Citizens enjoy meaningful employment opportunities taking care of Lake Babine Nation's capital assets.

### 16.2 Infrastructure – Milestone 1: Establishment of Community Planning and

**Infrastructure Advisory Team and Working Group.** Lake Babine Nation establishes an internal community planning and infrastructure advisory team to lead engagement with Members and provide advice to Lake Babine Nation on how to implement the Community Planning and Infrastructure Milestones, and, where appropriate, assist in implementing the Milestones.

Lake Babine Nation, the Province and Canada establish a tripartite community planning and infrastructure working group to provide a forum for collaborative discussion on how to implement the Community Planning and Infrastructure Milestones. The Infrastructure Working Group will work collaboratively with the Infrastructure Advisory Team and provide advice to the Parties.

#### **Milestone 1 – Key Steps:**

1. Lake Babine Nation establishes the Infrastructure Advisory Team with representation from all the Communities, Urban Members, Hereditary Chiefs, elders and youth, Council, and key staff. *Timeframe: within 1 month of Effective Date*
2. The Parties jointly establish the Infrastructure Working Group, which will include one Member from each Community, at least two representatives from Canada, and at least one representative from the Province. *Timeframe: within 1 month of Effective Date*

16.3 **Infrastructure – Milestone 2: Lake Babine Nation Builds Lands Management Capacity.** Lake Babine Nation and Canada negotiate and seek to reach agreement on a strategy to build Lake Babine Nation’s lands management capacity. *Timeframe: within 1 year of Effective Date*

16.4 **Infrastructure – Milestone 3: Construction of Fort Babine and Tachet Cultural/Gathering Centres and Woyenne Multiplex.** Lake Babine Nation plans for a Cultural/Gathering Centre in each Fort Babine and Tachet and a Multiplex in Woyenne. The Parties negotiate and seek to reach agreement on funding for these facilities and Lake Babine Nation builds them in accordance with that agreement.

**Milestone 3 – Key Steps:**

1. The Infrastructure Advisory Team oversees the development the feasibility, design and construction plans for the Cultural/Gathering Centres in Fort Babine and Tachet and the Woyenne Multiplex in consultation with the Members, and in collaboration with the Infrastructure Working Group and qualified consultants. *Timeframe: within 1 year of Effective Date*
2. The Infrastructure Advisory Team shares the plans for the Cultural/Gathering Centres in Fort Babine and Tachet and the Woyenne Multiplex with the Infrastructure Working Group as they become available for review, discussion, and revisions, as appropriate. *Timeframe: within 15 months of Effective Date*
3. The Infrastructure Working Group works collaboratively to identify funding sources to build the Cultural/Gathering Centres in Fort Babine and Tachet and the Woyenne Multiplex, and the Parties negotiate and seek to reach agreement on funding. *Timeframe: within 2 years of Effective Date*
4. The Cultural/Gathering Centres in Fort Babine and Tachet and the Woyenne Multiplex are built in accordance with the agreed-upon funding plans and open. *Timeframe: within 4 years of Effective Date*

16.5 **Infrastructure – Milestone 4: Construction of the Healing Centre.** The Infrastructure Working Group participates in the completion of Health Milestone 5 Construction of the Healing Centre.

16.6 **Infrastructure – Milestone 5: Construction of Elders and Disability Centre.** The Infrastructure Working Group participates in the completion of Health Milestone 6 Construction of the Elders and Disability Centre.

16.7 **Infrastructure – Milestone 6: Development of Community Infrastructure Plans.** Building on Lake Babine Nation’s 2017 Comprehensive Community Plan, Lake Babine Nation completes a Community Infrastructure Plan for each Community to inform infrastructure and housing development and delivers them to the Infrastructure Working Group for discussion.

### **Milestone 6 – Key Steps:**

1. The Infrastructure Advisory Team oversees the development of a Community Infrastructure Plan for each Community in collaboration with the Infrastructure Working Group and with qualified consultants. The Plans include all the information that Canada confirms is needed to support Lake Babine Nation's funding request(s) for their implementation. *Timeframe: within 3 years of Effective Date*
2. The Infrastructure Advisory Team shares the Community Infrastructure Plans with the Infrastructure Working Group as they become available for review, discussion and revisions, as appropriate. *Timeframe: within 4 years of Effective Date*

16.8 **Infrastructure – Milestone 7: Development of Housing Strategy.** Lake Babine Nation completes and delivers to the Infrastructure Working Group a Housing Strategy for discussion.

### **Milestone 7 - Key Steps:**

1. The Infrastructure Advisory Team oversees the development of a Housing Strategy in consultation with the Members, in collaboration with the Infrastructure Working Group and with qualified consultants. The Housing Strategy is consistent with the Community Infrastructure Plans and includes the following information:
  - (a) Lake Babine Nation's current and projected housing needs for each Community and, at Lake Babine Nation's discretion, Smithers and Prince George;
  - (b) the gap between projected needs and existing housing in reasonably good condition;
  - (c) a proposal for phased renovation, servicing, and construction work to satisfy the projected needs;
  - (d) changes to Lake Babine Nation's housing program and administration of that program needed to implement the Housing Strategy effectively;
  - (e) any supporting Lake Babine Nation policies or laws that need to be developed to implement the Housing Strategy effectively; and
  - (f) a human resources capacity building plan to implement the Housing Strategy. *Timeframe: within 3 years of Effective Date*
2. The Advisory Team shares the Housing Strategy with the Infrastructure Working Group for review, discussion, and revisions as appropriate. *Timeframe: within 4 years of Effective Date*

- 16.9 **Infrastructure – Milestone 8: Implementation of Community Infrastructure Plans.** The Parties negotiate and seek to reach agreement on how to implement the Community Infrastructure Plans, and Lake Babine Nation implements the Community Infrastructure Plans in accordance with that agreement.

**Milestone 8 – Key Steps:**

1. Once the Infrastructure Working Group shares the Community Infrastructure Plans with the Parties, the Parties negotiate and seek to reach agreement on the following matters:
  - (a) infrastructure projects that the Province and Canada will fund in each Community and their funding contributions;
  - (b) any additional funding sources and amounts;
  - (c) Lake Babine Nation staff positions needed to operate and maintain the new infrastructure;
  - (d) timeline for the infrastructure projects and the associated funding from the Province and Canada; and
  - (e) any other matters agreed upon by the Parties. *Timeframe: within 5 years of Effective Date*
2. Lake Babine Nation implements the Community Infrastructure Plans. *Timeframe: up to 15 years of Effective Date*

- 16.10 **Infrastructure – Milestone 9: Implementation of Housing Strategy.** The Parties negotiate and seek to reach agreement on how to implement the Housing Strategy, and Lake Babine Nation implements the Housing Strategy in accordance with that agreement

**Milestone 9 – Key Steps**

1. Once the Infrastructure Working Group shares the Housing Strategy with the Parties, the Parties negotiate and seek to reach agreement on the following matters:
  - (a) new housing and housing renovations that the Province and Canada will fund in each Community, and the corresponding funding levels;
  - (b) funding to expand LBN's Housing Department as per the human resources capacity building plan;
  - (c) funding to develop any laws or policies needed to support the Housing Strategy;
  - (d) additional funding sources and amounts;
  - (e) timeline for the Strategy's implementation; and
  - (f) any other matters agreed upon by the Parties. *Timeframe: within 5 years of Effective Date*
2. Lake Babine Nation implements the Housing Strategy. *Timeframe: up to 15 years of Effective Date*

**17.0 ECONOMIC DEVELOPMENT**  
**17.1 Economic Development – Vision**

LBN Businesses and Citizens are leaders in the regional economy. LBN Businesses have helped the Nation achieve a high level of employment and entrepreneurship that are rooted in strong, healthy Communities and that support Lake Babine Nation self-government. Lake Babine Nation is an economic leader and has achieved mutually respectful and productive business and working relationships with neighbouring communities.

LBN Businesses and Citizens participate in multiple aspects of the regional economy. LBN Businesses are leaders in the regional forestry, tourism, retail, and construction sectors, and they are integrated into product supply chains with non-LBN Businesses. Citizens enjoy a variety of employment options to pursue diverse careers while living in their Communities.

LBN Businesses that are owned by Lake Babine Nation are professionally managed through a Lake Babine Nation development corporation, accountable to the Nation.

Revenue streams generated by Lake Babine Nation's economic activities are a stable and primary source of revenue to the Nation, supplementing federal and provincial funding and supporting the implementation of self-government. Lake Babine Nation uses these revenues to provide comprehensive and sustainable programs and services designed by Lake Babine Nation for its Citizens; invest resources for future generations; and continually grow its role in the regional economy through acquisitions and capital investment.

**17.2 Economic Development – Immediate Measure 1: Economic Development Fund.**

The Province will contribute \$15,000,000 to Lake Babine Nation in accordance with Schedule C to establish the Economic Development Fund and contribute to the initial phase of the Fund. The purposes of the Fund include:

- (a) complete corporate restructuring and corporate governance training;
- (b) research and development for proposed investments;
- (c) investments in capital projects for LBN Businesses;
- (d) acquisition of equity in:
  - i. existing operating LBN Businesses, and
  - ii. new LBN Businesses,
- (e) supplementing operating funds for LBN Businesses; and
- (f) training and capacity development for Members to achieve employment in LBN Businesses and the broader labour market.

- 17.3 **Economic Development – Milestone 1: Federal Authorities for Participation in Economic Development.** As contemplated by section 2.3, Canada will seek authorities as soon as possible after the Effective Date to participate in this Fund or provide a separate fund that addresses the topics identified above or other topics agreed upon by Canada and Lake Babine Nation that are consistent with the Economic Development Vision.
- 17.4 **Economic Development – Milestone 2: Terms for Use of the Economic Development Fund.** The Parties negotiate and reach agreement on the terms for use of the Fund in accordance with the purposes of the Fund as well as reporting requirements. Lake Babine Nation draws down the Economic Development Fund and reports to its Members, the Province, and Canada in accordance with the reporting requirements established by the Parties. *Timeframe: within 1 year of Effective Date*
- 17.5 **Economic Development – Milestone 3: Corporate Restructuring.** Lake Babine Nation, with professional support, completes corporate restructuring and ensures that new directors receive corporate governance training as required. *Timeframe: within 1 year of Effective Date*
- 17.6 **Economic Development – Milestone 4: Development of Economic Development Plan.** Lake Babine Nation develops an Economic Development Plan to pursue its objectives of growing its economy and becoming a leader in key regional non-forestry sectors, including but not necessarily limited to tourism, retail, construction (forestry has its own Vision and Milestones in this Agreement). The Province and Canada will look for ways to support the development of the Investment Plan component of the Economic Development Plan.

**Milestone 4 – Key Steps:**

1. Lake Babine Nation establishes an Economic Development Team that includes representatives of Lake Babine Nation and qualified consultants. *Timeframe: within 1 month of Effective Date*
2. The Economic Development Team, in consultation with the Members, develops an Economic Development Plan that addresses, at a minimum:
  - (a) the establishment of new Lake Babine Nation business activities;
  - (b) whether the new business activities will be led by particular Communities;
  - (c) the acquisition of existing businesses and equity in existing businesses;
  - (d) an Investment Plan to support new business activities and acquisitions of existing businesses and equity in existing businesses;
  - (e) financing plans for building, financing, and operating Wright’s Bay, including a human resources capacity building plan; and
  - (f) human resources capacity building. *Timeframe: within 2 years of Effective Date*

3. The Economic Development Team presents the Economic Development Plan to Chief and Council and finalizes it with their approval. *Timeframe: within 2 years of Effective Date*
4. Lake Babine Nation shares its Economic Development Plan with the Province and Canada. *Timeframe: within 2 years of Effective Date*
5. Should Lake Babine Nation identify an interest in gaming as part of its economic development planning, Lake Babine Nation and the Province will explore opportunities for this type of economic development. *Timeframe: ongoing*
6. The Province and Canada will advise Lake Babine Nation on the Investment Plan through the Tripartite Economic Development Advisory Group pursuant to section 17.7 Economic Development Milestone 5.

**17.7 Economic Development – Milestone 5: Support for Lake Babine Nation’s Investment Plan.** The Parties establish a Tripartite Economic Development Advisory Group, which supports the development of the Investment Plan component of the Economic Development Plan. Specifically, the Advisory Group will examine and recommend mechanisms for the Province and Canada to support the Investment Plan through the creation of a tripartite Investment Support Plan, including new or existing policy or programs, or through new expenditure proposals, including direct financial contributions or financing mechanisms.

**Milestone 5 – Key Steps and Timeframe:**

1. The Parties establish a Tripartite Economic Development Advisory Group.
2. The Tripartite Development Advisory Group develops recommendations for the Province and Canada’s support of the Investment Plan component of the Economic Development Plan.
3. The Parties review, discuss and seek to reach agreement on the Investment Support Plan.
4. Upon reaching agreement, the Parties approve the Investment Support Plan. *Timeframe: within 5 years of Effective Date*

**17.8 Economic Development – Milestone 6: Implementation of Economic Development Plan.** Lake Babine Nation implements its Economic Development Plan with the support of the Province and Canada through the Economic Development Fund(s) in accordance with these Milestones. *Timeframe: within 1-10 years of Effective Date*

**17.9 Economic Development – Milestones 7: Development and Execution of Investment Plan component of the Economic Development Plan.** Lake Babine Nation, with the support of the Tripartite Economic Development Advisory Group and with financial assistance pursuant to the Investment Support Plan, develops and executes the Investment Plan. *Timeframe: within 5-10 years of Effective Date*

17.10 **Economic Development – Milestone 8: Strengthening Capacity for Financial Management.** The Province and Canada work with Lake Babine Nation to support development of financial management capacity for interested Members and LBN Businesses which could include topics such as entrepreneurship training, budgeting, financial planning, and/or wealth management. *Timeframe: within 2 years of Effective Date*

17.11 **Economic Development – Milestone 9: Ongoing Support for Access to General Economic Development Programs and Funds.** The Province and Canada seek to support Lake Babine Nation’s economic development initiatives through programs of general application. For greater certainty, nothing in this Agreement reduces Lake Babine Nation’s eligibility for general provincial and federal economic development programs and funds. *Timeframe: ongoing*

## 18.0 HISTORICAL GRIEVANCES

### 18.1 Historical Grievances – Vision

Colonial approaches, including the destruction of the fish fence near Fort Babine, the amalgamation of Old Fort and Fort Babine, the displacement of people at Topley Landing, Tachet and Pendleton Bay, have caused significant pain, loss and disruption to the Lake Babine Nation and its people. The Parties are committed to working together to support Lake Babine Nation to heal from the past. The Parties are committed to learning about Lake Babine Nation’s historical grievances and drawing lessons from them as we build our new relationship under this Agreement.

18.2 **Historical Grievances – Milestone 1: Redress for Grievances.** The Parties agree to negotiate and seek to reach agreement on recommendations regarding redress for any of Lake Babine Nation’s historical grievances to the extent that they have not already been finally determined by a court or a tribunal or have not otherwise been settled. These recommendations will form the basis upon which the Parties will seek the necessary authorities to proceed with the recommendations. The Parties also agree to discuss how benefits negotiated pursuant to this Agreement may, as agreed by the Parties, contribute towards the resolution of those historical grievances. Nothing in this section precludes the Parties from using other avenues, including Canada’s Specific Claims Process, to resolve historical grievances. *Timeframe: ongoing*

## **19.0 FISCAL RELATIONS**

### **19.1 Fiscal Relations – Vision**

Lake Babine Nation, the Province and Canada are in a fiscal relationship with a clear, transparent, and dependable framework. Lake Babine Nation raises revenue pursuant to its jurisdiction and responsibilities as owner and steward of Lake Babine Nation's Aboriginal Title Lands. Lake Babine Nation, the Province and Canada work together to develop fiscal arrangements to provide Lake Babine Nation with access to fiscal resources. Fiscal arrangements reflect the expenditure needs of an Indigenous government exercising self-government, taking into account the costs of exercising jurisdiction over a large land base, for multiple communities and a large Urban Member population. Fiscal arrangements support Lake Babine Nation to grow its own revenues, which, over time, create a sustainable and dependable public sector revenue base. The fiscal relationship recognizes that further investments by the Province and Canada are necessary to enable Lake Babine Nation to provide programs and services, address socio-economic gaps, and fulfill the vision statements identified in this Agreement.

Because Lake Babine Nation's revenue sources are derived from its jurisdiction over its Aboriginal Title Lands and Citizens, the Lake Babine Nation Government is accountable to its Citizens for fiscal matters. The reporting relationships with the Province and Canada are streamlined, and the reporting focus, as well as the approval authority for major new expenditures, is to its Citizens.

As Lake Babine Nation's revenue base has grown, Lake Babine Nation has become less dependent on federal and provincial transfers for the provision of adequate services. The Parties recognize that fiscal arrangements continue to be an important part of their relationship.

**19.2 Fiscal Relations – Milestone 1: New Fiscal Relationship.** In preparation for the recognition of Lake Babine Nation's status as a self-governing nation, Lake Babine Nation, Canada, and the Province will, at the appropriate time, work together to develop a new fiscal relationship. This new fiscal relationship:

- (a) will take effect upon the effective date of Lake Babine Nation's self-government status or on the effective date of self-governing jurisdiction in any topic area in this Agreement pursuant to a sectoral agreement; and
- (b) will be reviewed periodically to ensure the principles, approaches, and data that inform the relationship continue to achieve consensus among the Parties.

**20.0 SCHEDULES**

- Schedule A General Provisions
- Schedule B Legally Binding Immediate Measures and Milestones
- Schedule C Provincial Funding
- Schedule D Map(s) of Areas of Interest
- Schedule E(1) Forestry Licences and Mandates
- Schedule E(2) Strategic Forest Initiative Agreements
- Schedule F Territory Map
- Schedule G Collaborative Decision-Making Map
- Schedule H Definitions

**IN WITNESS WHEREOF** the Parties hereby execute this Agreement:

Signed on behalf of **Lake Babine Nation**  
on September 18, 2020:

By:   
\_\_\_\_\_  
Chief Gordon Alec

Signed on behalf of **Her Majesty the Queen  
in Right of the Province of British Columbia**  
on September 18, 2020:

By:   
\_\_\_\_\_  
The Honourable Scott Fraser, Minister of  
Indigenous Relations and Reconciliation

Signed on behalf of **Her Majesty the Queen  
in Right of Canada**  
on September 18, 2020:

By:   
\_\_\_\_\_  
The Honourable Carolyn Bennett,  
Minister of Crown-Indigenous Relations

## SCHEDULE A – GENERAL PROVISIONS

### 1.0 REPRESENTATIONS AND WARRANTIES

- 1.1. **Lake Babine Nation:** Lake Babine Nation represents and warrants to the Province and Canada that:
- (a) it has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of Lake Babine people; and
  - (b) it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of Lake Babine people;
- 1.2. **The Province and Canada:** The Province and Canada represent and warrant to Lake Babine Nation that they have the authority to enter into this Agreement.
- 1.3. Each Party enters into this Agreement with the intent and understanding that its representations and warranties made at General Provisions sections 1.1 and 1.2 will be relied on by the other Parties.

### 2.0 CONSTITUTIONAL STATUS

- 2.1. **Constitutional Status of the Agreement.** The Parties agree that:
- (a) this Agreement does not constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982*;
  - (b) further work under this Agreement is required to establish the scope and geographic extent of Lake Babine Nation's Section 35 Rights in the Territory;
  - (c) this Agreement does not preclude the Parties from engaging in other processes to establish the scope or the geographic extent of the Lake Babine Nation's Section 35 Rights recognized and affirmed under section 35 of the *Constitution Act, 1982*, after following any applicable processes set out in this Agreement, or as otherwise agreed to by the Parties;
  - (d) the commitments and acknowledgments made in this Agreement regarding the recognition and realization of Lake Babine Nation's right to self-determination, including the inherent right to self-government, are intended to be consistent with the recognition and affirmation of the Aboriginal rights of the Aboriginal peoples of Canada provided under section 35 of the *Constitution Act, 1982*; and
  - (e) this Agreement does not alter the Constitution of Canada, including the division of powers between the Province and Canada.

### **3.0 ASSURANCES**

- 3.1. **Status of Benefits Provided.** The Economic Development Fund, Forestry Activities Fund and revenue sharing benefits provided by the Province pursuant to this Agreement constitute a component of any accommodation, including economic accommodation or compensation, that may be required for any impacts on Lake Babine Nation's Section 35 Rights arising from decisions or authorizations of the Province after the Effective Date and are a contribution by the Province towards reconciliation of the Province's and Lake Babine Nation's interests.
- 3.2. **Current Contributions to Reconciliation.** The forestry tenures, land transfers and economic benefits provided to Lake Babine Nation pursuant to this Agreement are a contribution by the Province towards the reconciliation of the Parties' interests in the event that the Parties reach an agreement protected by section 35 of the *Constitution Act, 1982* and may be relevant to the resolution of a legal action by Lake Babine Nation against the Province in respect of Lake Babine Nation's Section 35 Rights.
- 3.3. **Future Contributions to Reconciliation.** The Parties intend that the achievement of the Vision and Milestones in this Agreement will significantly advance Crown-Lake Babine Nation reconciliation, including addressing historical grievances.

### **4.0 NO ADMISSIONS**

- 4.1. **No Admissions.** Nothing in this Agreement will be construed:
- (a) as an admission by any Party of the scope, nature or geographic extent of any Aboriginal right, including Aboriginal title, of Lake Babine Nation that is protected under section 35 of the *Constitution Act, 1982*;
  - (b) as establishing, defining, limiting, denying, abrogating or derogating any Aboriginal right or title of Lake Babine Nation;
  - (c) as an admission with respect to the quantum of any economic accommodation or compensation that may be required; or
  - (d) as in any way limiting the position any Party may take in any process or proceeding and they will not be construed as admissions of fact or liability except as expressly set out in sections 2.1 to 2.6 of the Agreement, in any of these General Provisions, and, in the case of Lake Babine Nation and the Province, in the legally binding Immediate Measures and Milestones identified in Schedule B.

### **5.0 WITHOUT PREJUDICE NATURE OF NEGOTIATIONS**

- 5.1 The discussions and negotiations conducted pursuant to this Agreement will not in any way limit the positions the Parties may take in any process or proceeding and they will not be construed as admissions of fact or liability.

## 6.0 DISPUTE RESOLUTION PROCESS

- 6.1. **Negotiation Preference.** The Parties commit to work together and seek to negotiate and reach agreement on the subject matters described in this Agreement, rather than taking alternative and adversarial paths of legal actions or proceedings.
- 6.2. **Commitment to Dispute Resolution.** Unaddressed and unresolved conflicts between the Parties can impede the implementation of this Agreement. As such, the Parties agree to take the steps set out below to try to resolve Disputes in a collaborative, respectful, culturally appropriate, and flexible manner.
- 6.3. **Solutions Forum.** The Parties will establish the Solutions Forum on the Effective Date to assist the Parties in resolving Disputes.
- 6.4. **Senior Representatives.** Each Party will appoint up to two Senior Representatives to the Solutions Forum. The Parties will make all reasonable efforts to appoint long term representatives to the Solutions Forum and ensure that the representatives thoroughly understand the Agreement, including the Tripartite Vision.
- 6.5. **Referrals to Solutions Forum.** Any Party may refer a Dispute to the Solutions Forum, unless the Dispute concerns:
- (a) a notice of an intention to terminate or withdraw provided in accordance with General Provisions section 9.2; or
  - (b) potential litigation by one Party against one or both other Parties on any matter relating to the Agreement,
- in which case the Dispute must be referred to the Solutions Forum.
- 6.6. **Optional Participation.** If the Dispute only involves two Parties, the third Party may choose not to participate in the Solutions Forum.
- 6.7. **Obligations of Solutions Forum.** In trying to resolve a Dispute, the Solutions Forum will:
- (a) make all reasonable efforts to resolve the matter within twenty (20) days, or sooner in the case of urgent matters;
  - (b) fully explore the Dispute and potential solutions;
  - (c) seek timely direction as required; and
  - (d) welcome the participation of additional Party representatives in their discussions.
- 6.8. **Options for Solutions Forum.** In trying to resolve a Dispute, the Solutions Forum may recommend that the Parties take these steps, by agreement:
- (a) use whatever process or approach they consider appropriate to try to resolve the Dispute, including facilitated Dispute resolution, such as mediation, or a customary Lake Babine Nation process or approach;

- (b) consider whether amendments to this Agreement or a new agreement is required to address the Dispute and recommend any such measure(s) to their respective Leadership Representatives for consideration; or
  - (c) extend the timeframe to try to resolve the Dispute beyond twenty (20) days.
- 6.9. **Facilitated Dispute Resolution.** If the Parties agree to try to resolve the Dispute through facilitated dispute resolution, the Parties will refer the Dispute to a mutually agreed-upon facilitator. Each Party will pay its own costs and cover an equal portion of the shared facilitation costs.
- 6.10. **Major Disputes.** If the Solutions Forum fails to resolve any of the following Disputes, it will refer that Dispute to the Leadership Representatives in writing for resolution as a Major Dispute:
  - (a) a notice of an intention to terminate or withdraw provided in accordance with General Provisions section 9.2;
  - (b) potential litigation by one Party against one or both other Parties on any matter relating to the Agreement; or
  - (c) any other Dispute that the Solutions Forum agree to refer.
- 6.11. **Timeline for Leadership Representatives.** The Leadership Representatives will make all reasonable efforts to resolve a Major Dispute within thirty (30) days, or sooner in the case of urgent matters.
- 6.12. **Options of Leadership Representatives.** By agreement, the Leadership Representatives may take any of the steps described in General Provisions section 6.8 and 6.9 to resolve a Major Dispute.
- 6.13. **Dispute Resolution Costs.** Each Party will bear the costs of its own participation in Dispute resolution under this Agreement.
- 6.14. **Access to Courts and Tribunals.** For clarity, nothing in this section prevents or limits the ability of any Party to seek relief in court or tribunal relating to a Dispute after exhausting the Dispute Resolution Process, and any Party may bring an application for an injunction or file legal proceedings relating to a Dispute at any time to:
  - (a) protect their right to commence proceedings from a limitation period;
  - (b) obtain interlocutory or other interim relief; or
  - (c) make a time-sensitive application to conduct depositions.

## 7.0 CONSULTATION

- 7.1. The Province and Canada will satisfy any duty to consult and accommodate other Indigenous peoples where the conduct of the Crown pursuant to the provisions of this Agreement may adversely affect the rights of those other Indigenous peoples under section 35 of the *Constitution Act, 1982*.

## 8.0 TERM

- 8.1. **Term.** The term of this Agreement will commence on the date that it has been signed by all of the Parties and will end on the twentieth (20<sup>th</sup>) anniversary of the Effective Date.
- 8.2. **Extension of Term.** Prior to the end of the twenty (20) year term, the Parties will meet to review their progress and may agree to extend this Agreement for any other length of term or series of terms.

## 9.0 TERMINATION

- 9.1. It is acknowledged that if any of the Parties determine that the particular path of reconciliation set out in this Agreement is not working the Parties must be able to step off this path and withdraw from or terminate this Agreement and pursue other directions. The Parties agree that termination is a last resort that should only be undertaken after fulfilling the requirements of this section.
- 9.2. A Party may withdraw from or terminate the Agreement by providing a written notice to withdraw or terminate to the other Parties, with a detailed explanation of the reasons for that withdrawal or termination. This notice will trigger the Dispute Resolution Process.
- 9.3. Where the Dispute Resolution Process does not resolve the issues giving rise to the Notice to terminate or the notice to withdraw under General Provisions section 9.2, the Party that provided the notice to withdraw or terminate may provide a final notice to the other Parties advising that they are no longer a Party to this Agreement, as of the date identified in the final notice.
- 9.4. Notwithstanding the right of termination or withdrawal under section General Provisions 9.2, no Party may withdraw from or terminate the Agreement where, after complying with the Dispute Resolution Process, any Party commences litigation on the following topics:
- (a) an action alleging unjustified infringement of Lake Babine Nation's Section 35 Rights;
  - (b) litigation relating to Lake Babine Nation's Section 35 fishing Rights;
  - (c) regulatory prosecution on the issue of Lake Babine Nation's Wildlife Harvesting Rights;
  - (d) a breach of the legally binding components of this Agreement or further agreements that implement this Agreement; and
  - (e) litigation relating to the situation of a Lake Babine Nation child or family.

- 9.5. Although a Party may not withdraw from or terminate the Agreement because of any of the litigation described in the previous section, should a component of the Agreement be at issue in litigation, the other Parties may suspend their participation in that component of the Agreement while the litigation is ongoing.
- 9.6. Where the Province or Canada elect to withdraw from this Agreement the Parties will meet to determine:
- (a) an orderly transition with respect to each Party's remaining obligations prior to the date of withdrawal or termination;
  - (b) whether the remaining Parties can continue to implement this Agreement as between them; and
  - (c) what amendments may be required as a result, or whether the Agreement is to be terminated.
- 9.7. Lake Babine Nation will retain all forestry tenure, land transfers and economic benefits received under the Agreement up to the date of any termination of or withdrawal from the Agreement, subject to the terms of any agreements reached pursuant to this Agreement.

## **10.0 OFF-RAMPS**

- 10.1. Where the Parties are unable to advance a Milestone, despite their good faith efforts to fulfill their commitments under this Agreement, including through advancing the applicable Dispute Resolution processes, the Parties will continue to participate in other components of the Agreement.
- 10.2. Where the Parties are unable to reach agreement on a Milestone or where the Parties have been unable to resolve a Dispute in respect of a component of the Agreement, the Parties will meet to discuss terminating that component of the Agreement, prior to bringing a notice to withdraw or terminate.

## **11.0 SURVIVAL**

- 11.1. General Provisions sections 3.1, 3.2, 3.3 (Assurances) survive despite termination of this Agreement.

## **12.0 LEGAL ADVICE**

- 12.1. **Legal Advice.** Each Party confirms it has had the full opportunity to review the terms and conditions of this Agreement and each has sought independent legal advice on the terms and conditions.

### **13.0 WAIVERS**

13.1. **Waiver.** Any waiver of:

- (a) a provision of this Agreement;
- (b) the performance by one of the Parties of an obligation under this Agreement; or
- (c) a default by one of the Parties of an obligation under this Agreement,

must be in writing and signed by the Party giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

### **14.0 NOTICES**

14.1. **Notices.** Except as expressly set out herein, any notice, document or communication required or permitted to be given hereunder shall be in writing and delivered by hand or mailed to transmitted by facsimile to the Party to which it is to be given as follows:

To the Province:

Deputy Minister  
Ministry of Indigenous Relations and Reconciliation  
P.O. Box Stn. Prov. Govt.  
Victoria, B.C. V8W 9B1  
Fax No. (250) 387-6073

To Lake Babine Nation:

Foundation Agreement Manager and Chief of Lake Babine Nation  
PO Box 879  
225 Sus Ave  
Burns Lake, BC V0J1E0

To Canada:

Crown-Indigenous Relations and Northern Affairs Canada  
Treaties and Aboriginal Government, Negotiations West  
600-1138 Melville Street, Vancouver, BC, V6E 4S3  
Attention: Director General  
Fax No. (604) 775-7149

or to such other address, including an electronic mail address in Canada as the Party may advise in writing. Any notice, document or communication will be deemed to have been given on the Business Day when delivered or when transmitted with confirmation of transmission by facsimile if done so during or before normal business hours in the city of the addressee and if after such normal business hours the Business Day next following.

## 15.0 NO FETTERING

- 15.1. **No Fettering.** This Agreement does not affect or interfere with the legislative authority of Canada or the Province or fetter the discretion of any decision maker or other decision-making authority. The Parties recognize that the work under this Agreement may lead to Canada or the Province recommending legislative changes that would have the effect of changing the jurisdiction or discretion of a statutory decision-maker under federal or provincial legislation.

## 16.0 AMENDMENT

- 16.1. **Amendments in Writing.** The Parties may agree in writing to amend this Agreement.

## 17.0 GENERAL FUNDING PROVISIONS

- 17.1. **Other Funding.** This Agreement does not preclude Lake Babine Nation from accessing any funding, program, or initiative that Canada or the Province may establish from time to time and for which Lake Babine Nation is otherwise eligible.
- 17.2. **Risks Acknowledged.** Lake Babine Nation and the Province acknowledge and agree that all or part of the Economic Development Fund payments or Forestry Opportunities Fund that is invested or applied to an economic development initiative carries an inherent risk and may be lost, decline in value or fail to achieve the desired value.
- 17.3. **Limitation of Liability.** The Parties acknowledge and agree that the Province is not guaranteeing or providing any assurance in connection with, and is not liable for, any investment or use by Lake Babine Nation of any Economic Development Fund payments or Forestry Opportunities Fund payment.

## 18.0 ADDITIONAL TERMS

- 18.1. **Timber Harvestings Opportunities.** All references to Lake Babine Nation timber harvesting opportunities are subject to the terms of the license. Any timber volume identified in licences issues by the Province to meet the objectives identified in this Agreement are based on timber opportunities at the time of issuance and are subject to future declines without compensation or replacement in accordance with the *Forest Act*.
- 18.2. **Applicable Laws.** This Agreement will be governed by and construed in accordance with the laws of the Province and Canada.
- 18.3. **Invalidity.** If any part of this Agreement is void or unenforceable at law:
- (a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
  - (b) the Parties will negotiate and seek to reach agreement on a replacement for the part declared or held invalid with a view to achieving the Parties intent as expressed in this Agreement.

- 18.4. **Execution in Counterparts.** 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 by facsimile transmission. All executed counterparts taken together will constitute one agreement.
- 18.5. **Assignment.** Unless the Parties otherwise agree, this Agreement and any rights or obligations under this Agreement may not be assigned, in whole or in part.
- 18.6. **Entire Agreement.** This Agreement and any amendment 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.

## 19.0 INTERPRETATION

- 19.1. This Agreement is to be interpreted so that all the provisions are given as full effect as possible.
- 19.2. There will be no presumption that any ambiguity in any of the provisions of this Agreement should be interpreted in favour of any Party.
- 19.3. All headings in this Agreement are for convenience only and do not form a part of this Agreement and in no way define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.
- 19.4. In this Agreement, words in the singular include the plural and words in the plural include the singular, unless the context otherwise requires.
- 19.5. “Including” means “including, but not limited to” and “includes” means “includes, but not limited to”.
- 19.6. In this Agreement, a reference to a statute includes all regulations made under that statute and any amendments to or replacements of the statute or its regulations.

## 20.0 STAKEHOLDER ENGAGEMENT

- 20.1. **Stakeholder Engagement.** Lake Babine Nation and the Province will work collaboratively, and will invite Canada to participate, as appropriate, to engage local government, local stakeholder organizations, industry and the public, to provide information and promote understanding of this Agreement and its approach to meeting the imperative of recognition, reconciliation and incremental implementation of Lake Babine Nation’s Section 35 Rights.
- 20.2. **Stakeholder Engagement Plan.** A tripartite stakeholder engagement plan will be developed, maintained and updated as appropriate, to guide the Parties’ work under General Provisions section 20.1.

## SCHEDULE B – LEGALLY BINDING IMMEDIATE MEASURES AND MILESTONES

### Province’s Legally Binding Immediate Measures and Milestones

<b>Topic</b>	<b>FA Provision</b>
Provincial Funding	s. 5.1 Provincial Funding – Immediate Measure 1
Initial Lands Transfer	s. 6.2 Lands – Immediate Measure 1
Interim Protection of Lands	s. 6.3 Lands – Immediate Measure 2
No Registration Reserve	s. 6.4 Lands – Immediate Measure 3
Transition of Forestry Interests	s. 6.5 Lands – Immediate Measure 4
Incremental Treaty Agreement Parcels	s. 6.6 Lands – Immediate Measure 5
Timber Harvesting Opportunities	s. 7.3 Forests – Immediate Measure 1
Existing Forest Tenures and Mandated Opportunities	s. 7.5 Forests – Immediate Measure 2
Forest Economic Development	s. 7.7 Forests – Immediate Measure 3
Forestry Activity Fund	s. 7.8 Forests – Immediate Measure 4
Forestry Revenue Sharing	s. 7.9 Forests – Immediate Measure 5
Decision Making on Forestry Applications by LBN Businesses	s. 7.11 Forests – Immediate Measure 6
Strong Relationships with Forestry Licensees	s. 7.12 Forests – Immediate Measure 7
Building Trusted Information	s. 8.2 Shared Decision-Making – Milestone 1
Collaboration on Land and Resource Management	s. 8.3 Shared Decision-Making – Milestone 2
Collaborative Decision-Making Principles	s. 8.4 Collaborative Decision-Making Principles
Pilot	s. 8.5 Shared Decision-Making – Milestone 3
Legacy Mine Compliance and Monitoring	s. 8.6 Shared Decision-Making – Milestone 4
Completion of a Moose Study	s. 10.2 Wildlife – Immediate Measure 1
Relationship Building between Lake Babine Nation and Conservation Officer Service	s. 10.4 Wildlife – Milestone 2
Lake Babine Nation Participation in Moose Management Decisions	s. 10.5 Wildlife – Milestone 3
Economic Development Fund	s. 17.2 Economic Development – Immediate Measure 1

## Lake Babine Nation's Legally Binding Immediate Measures and Milestones

<b>Topic</b>	<b>FA Provision</b>
Initial Land Transfer	s. 6.2 Lands – Immediate Measure 1
Transition of Forestry Interests	s. 6.5 Lands – Immediate Measure 4
Incremental Treaty Agreement parcels	s. 6.6 Lands – Immediate Measure 5
Timber Harvesting Opportunities	s. 7.3 Forests – Immediate Measure 1
Decision-Making on Forestry Applications by LBN Businesses	s. 7.11 Forests – Immediate Measure 6
Strong Relationships with Forestry Licensees	s. 7.12 Forests – Immediate Measure 7
Building Trusted Information	s. 8.2 Shared Decision-Making – Milestone 1
Collaboration on Land and Resource Management	s. 8.3 Shared Decision-Making – Milestone 2
Collaborative Decision-Making Principles	s. 8.4 Collaborative Decision-Making Principles
Pilot	s. 8.5 Shared Decision-Making – Milestone 3
Legacy Mine Compliance and Monitoring	s. 8.6 Shared Decision-Making – Milestone 4
Completion of a Moose Study	s. 10.2 Wildlife – Immediate Measure 1
Relationship Building between Lake Babine Nation and Conservation Officer Service	s. 10.4 Wildlife – Milestone 2
Lake Babine Nation Participation in Moose Management Decisions	s. 10.5 Wildlife – Milestone 3
Articulation of Lake Babine Nation's Understanding of its Harvesting Rights	s. 10.6 Wildlife – Milestone 4

## SCHEDULE C – PROVINCIAL FUNDING

1.0 **Funding Commitment.** Subject to sections 1.1, 1.2 and 1.3, the Province intends to make the following funding contributions to Lake Babine Nation under this Agreement.

BC Contributions	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025
Negotiation and Implementation Support	\$ 0	\$ 2,332,897	\$ 1,940,007	\$ 1,940,007	\$ 1,940,007
Economic Development Fund	\$ 1,000,000	\$ 2,000,000	\$ 6,000,000	\$ 3,000,000	\$ 3,000,000
Forestry Activities Fund		\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	
Program Enhancements	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
<b>CASH Subtotal</b>	<b>\$ 2,000,000</b>	<b>\$ 10,332,897</b>	<b>\$ 13,940,007</b>	<b>\$ 10,940,007</b>	<b>\$ 5,940,007</b>
			5-Year		\$ 43,152,920

1.1 **First Fiscal Year.** The Province will provide funding to Lake Babine Nation in the amounts set out in section 1.0 for the 2019-2020 Fiscal Year as soon as practicable after the Effective Date of this Agreement.

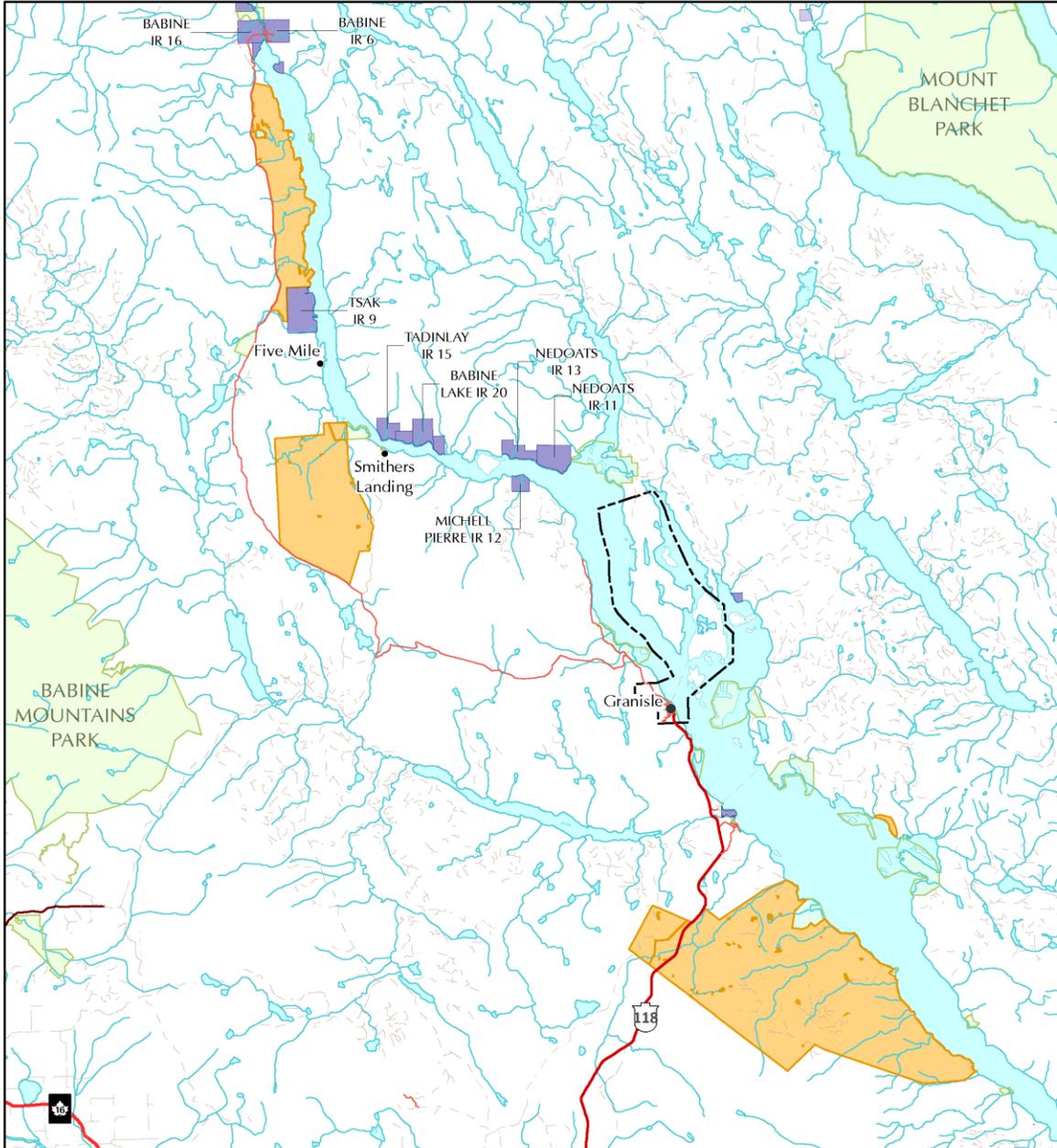
1.2 **Subsequent Fiscal Years.** The Province will provide funding to Lake Babine Nation in the amounts set out in section 1.0 for each subsequent Fiscal Year on or after April 1<sup>st</sup> of that subsequent Fiscal Year subject to:

- (a) Lake Babine Nation having provided the Province with a report on or before March 1st of each year of the term of this Agreement satisfactory to the Province, acting reasonably, setting out how the funds provided under this Agreement in respect of the prior Fiscal Year were used in a manner consistent with the purposes of this Agreement;
- (b) Lake Babine Nation having provided the Province a work plan for that subsequent Fiscal Year and that is satisfactory and *confirmed in writing by* the Province, acting reasonably; and
- (c) in years 2021-2024, the Province receiving notice that Canada has obtained the authority to implement the Agreement and has entered into a funding agreement with Lake Babine Nation for the applicable Fiscal Year.

1.3 **Provision of Provincial Funds.** The obligation of the Province to make any payments to the Lake Babine Nation under this Agreement in any Fiscal Year is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, RSBC 1996, c. 138, to enable the Province in the Fiscal Year when any expenditure in respect of an obligation may be required, to make that expenditure; and
- (b) Treasury Board, as defined in the *Financial Administration Act*, RSBC 1996, c. 138, not having controlled or limited expenditure under any appropriation necessary in order to make such payment.

## SCHEDULE D – MAP(S) OF AREAS OF INTEREST



<p style="text-align: center;">Lake Babine First Nation - Schedule D Area of Interest Map Atlas</p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: orange; border: 1px solid black; margin-right: 5px;"></span> Area of Interest</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: purple; border: 1px solid black; margin-right: 5px;"></span> Lake Babine Indian Reserve</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: lightpurple; border: 1px solid black; margin-right: 5px;"></span> Other Indian Reserve</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: lightgreen; border: 1px solid black; margin-right: 5px;"></span> Park or Protected Area</li> <li><span style="display: inline-block; width: 15px; height: 10px; border: 2px dashed black; margin-right: 5px;"></span> Municipality</li> </ul>	 Ministry of Indigenous Relations and Reconciliation	<p>Produced by: GeoBC                  Created by: Decision Support Section, nz                  Coordinate System: NAD 1983 UTM Zone 9N                  Date: September 14, 2020                  Produced for: Ministry of Indigenous                  Relations and Reconciliation</p>
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Date: September 14, 2020

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## SCHEDULE E1 – SUMMARY OF EXISTING FOREST TENURES AND MANDATED OPPORTUNITIES

**Table 1. Lake Babine Nation Long Term Tenure summary**

Origin	Tenure holder	Type	Status and Comments	TSA	ID	Long Term AAC* m <sup>3</sup>
1999	LBN	Woodlot	Issued	Morice	W1764	1,555
FPA-2016	LBN Forestry Ltd.	FNWL	Issued, 1 block in Lakes TSA	Lakes	N2I	49,384
FPA-2016	LBN Forestry Ltd.	FNWL	Issued, 2 blocks in Morice TSA	Morice	N2I	24,768
FPA-2016	LBN Forestry Ltd.	FNWL	Issued, 1 block in Bulkley TSA	Bulkley	N2M	17,650
FPA-2016	LBN Forestry Ltd.	TBD	To be completed (replaceable license for marginal sawlog profile, volume based or FNWL TBD, may be implemented under NRFL initially)	Bulkley	TBD	50,000
FPA-2016	LBN Forestry Ltd.	FNWL	To be completed (FTOA and Licensing to be completed as amendment and addition to N2I, general location discussions underway)	Morice	N2I	50,000 <sup>1</sup>
<b>Long Term AAC* summary</b>						<b>193,357</b>

\*calculated at time of issuance, subject to changes in accordance with the Forest Act

<sup>1</sup> 42,500 m<sup>3</sup> reduced volume condition in accordance with section 43.55 (1)(h.2) of the Forest Act

**Table 2. Lake Babine Nation Short Term Tenure Summary**

Origin	Tenure holder	Type	Status	TSA	ID	Total m <sup>3</sup> over term
FPA	LBN Forestry Ltd.	NRFL	Issued (Phase 1 BCTS partnership)	Morice	A95178	250,000 <sup>1</sup>
FA	LBN Forestry Ltd.	NRFL	Issued (3yr NRFL from PIR undercut)	Bulkley	A95975	150,000
<b>Forest Tenure summary</b>						<b>400,000</b>

<sup>1</sup> 212,500m<sup>3</sup> reduced volume condition over term in accordance with section 43.55 (1)(h.2) of the Forest Act

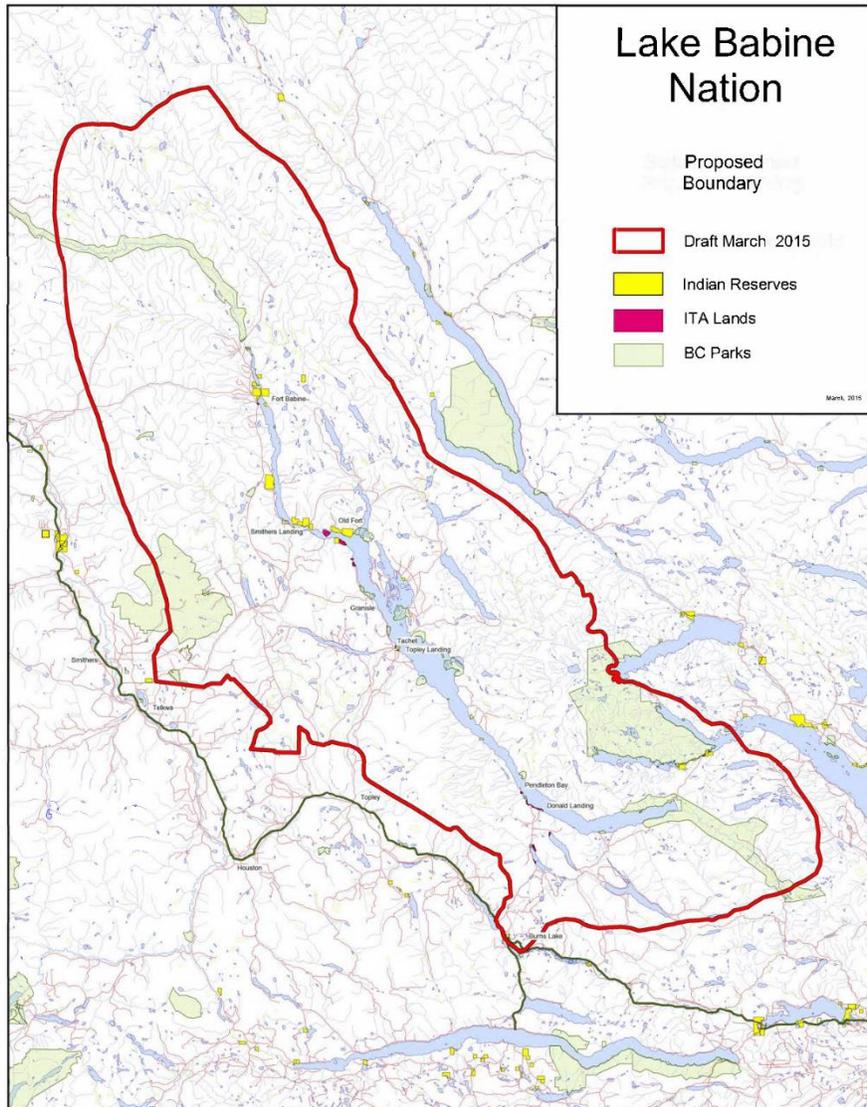
## SCHEDULE E2 – SUMMARY OF STRATEGIC FOREST INITIATIVE AGREEMENTS

Strategic Forest Initiative Agreement	Year	Amount	Purpose
SFE-Purchase-006	2015/16	\$650,000.00	NRS/Forestry Building construction
SFE-Purchase-007	2016/17	\$600,000.00	NRS/Forestry Building construction
SFE-SLM-006	2016/17	\$110,000.00	Forestry Learning Development Program (forest technologist training, mentoring and employment of Members in road and block engineering and layout)
SFE-B2B-007	2016/17	\$100,000.00	Analysis to support BCTS partnership agreement.
SFE-SLM-007	2016/17	\$100,000.00	Traditional Ecological Knowledge Phase 1
TP18SLM072	2017/18	\$140,000.00	Traditional Ecological Knowledge Phase 2 (documentation of LBN TEK to allow cultural knowledge, values and management objectives to inform forest management by LBN, BC and forest Licensees).
TP19B2B008	2018/19	\$150,000.00	Tzah Tez Tlee/Fort Babine mill and infrastructure upgrade to expand current and new market opportunities for marginal fibre utilization.
TP19B2B010	2018/19	\$215,000.00	Heavy equipment training, basic driver, on-the-job mentoring and employment through business-to-business partnerships.
TP19B2B011	2018/19	\$175,000.00	LBN Forestry Services LP equipment purchases and Forestry Learning Development Program Phase 2 (forest technologist training, mentoring and employment of Members in road and block engineering and layout).

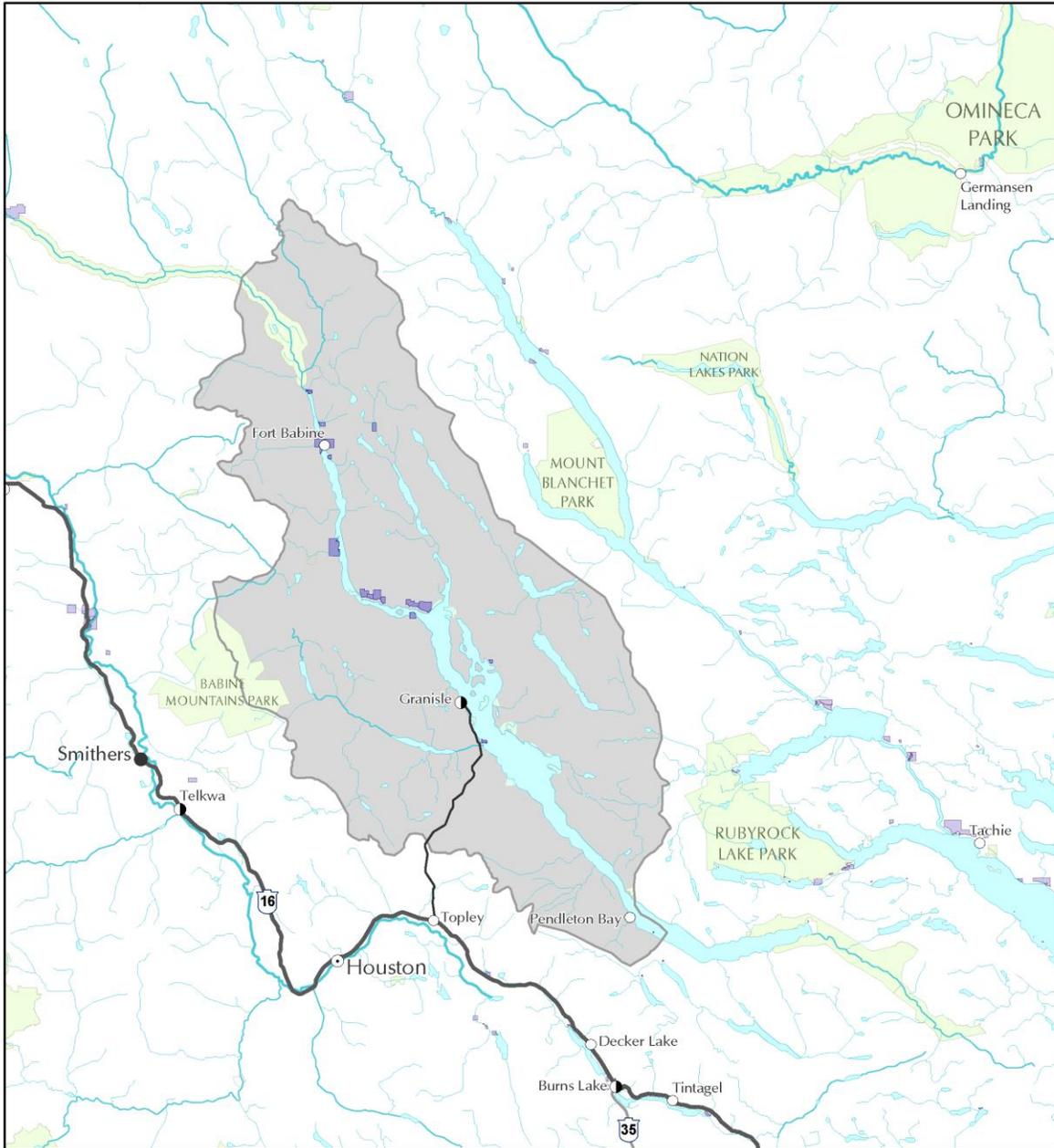
## SCHEDULE F – TERRITORY MAP

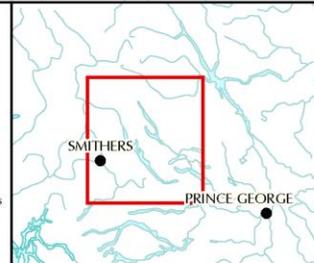
**Lake Babine Territory Map.** This map illustrates the geographic area where Lake Babine Nation identifies it holds Section 35 Rights. The Parties agree that further work is required to establish the scope and geographic extent of Lake Babine Nation's Section 35 Rights and this map does not necessarily reflect the area that Parties will use in respect of any:

- (a) shared decision-making processes developed pursuant to this Agreement;
- (b) consultation processes that may be required by law; or
- (c) revenue sharing arrangements that may be negotiated by the Parties.



# SCHEDULE G – COLLABORATIVE DECISION-MAKING MAP



<p>Schedule G - Collaborative Decision Making Map</p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #cccccc; border: 1px solid black; margin-right: 5px;"></span> Shared Decision Making Area</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #663399; border: 1px solid black; margin-right: 5px;"></span> Lake Babine Indian Reserve</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #ccccff; border: 1px solid black; margin-right: 5px;"></span> Other Indian Reserve</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #90ee90; border: 1px solid black; margin-right: 5px;"></span> Park or Protected Area</li> </ul>		 <p>Ministry of Indigenous Relations and Reconciliation</p>	
<p style="text-align: center;">0 10 20 Kilometres</p>	<p>Produced by: GeoBC                  Created by: Decision Support Section, nz                  Coordinate System: NAD 1983 BC Environment Albers                  Date: August 16, 2019                  Produced for: Ministry of Indigenous                  Relations and Reconciliation</p>		

Date: August 16, 2019

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## SCHEDULE H – DEFINITIONS

**Definitions.** In this Agreement:

**“Aboriginal Title Lands”** means lands in which Lake Babine Nation’s Aboriginal title interest takes full legal effect pursuant to section 6.8;

**“Agreement”** means this Foundation Agreement;

**“Areas of Interest”** means the Areas referenced in section 6.2 and identified for illustrative purposes on the map in Schedule D of this Agreement;

**“Balhats”** means a complex comprehensive element of social organization, consisting of events, names, obligations, practices, protocols, rituals and symbols, that is central to Lake Babine Nation’s culture and history and reflects spiritual values, economic obligations, and social integration and from which the Hereditary Chiefs derive and exercise their roles and responsibilities;

**“Business Day”** means a day other than the following: Saturday, Sunday, a statutory holiday, December 24, December 27, December 28, December 29, December 30, December 31 and January 2; a weekday that is not a statutory holiday and that does not fall between or include December 24 and January 2;

**“Chief and Council”** and **“Council”** mean the elected government of Lake Babine Nation under the *Indian Act* RSC 1985, c. I-5;

**“Child and Family Advisory Team”** means the Child and Family Advisory Team established by Lake Babine Nation pursuant to section 12.2 to lead engagement with Members, including Urban Members, and provide advice to Lake Babine Nation on how to implement the Child and Family Milestones, and, where appropriate, assist in implementing the Child and Family Milestones;

**“Child and Family Organization”** means the entity established by Lake Babine Nation pursuant to section 12.6;

**“Child and Family Services Model”** means the model developed by Lake Babine Nation pursuant to section 12.6;

**“Child and Family Well-being Strategy”** means the strategy developed by Lake Babine Nation pursuant to section 12.5;

**“Child and Family Working Group”** means the tripartite working group established by the Parties pursuant to section 12.2;

**“Citizen”** means an individual who is registered as belonging to Lake Babine Nation under its Citizenship Rules;

**“Citizenship Rules”** means the rules that Lake Babine Nation develops pursuant to section 9.2 and implements pursuant to section 9.6;

**“Collaborative Decision-Making”** means decision-making processes where Lake Babine Nation and the Province work to achieve consensus recommendations to provide to existing Crown decision-maker, and no legislative change is required;

**“Communities”** means the communities of Old Fort (Nedo’ats), Fort Babine (Wit’at), Tachet, Donald’s Landing and Woyenne;

**“Community Infrastructure Plan”** means a Community’s Comprehensive Community Infrastructure Development Plan completed by Lake Babine Nation pursuant to section 16.7 to inform infrastructure and housing development;

**“Conservation Officer Service” or “COS”** means the Province’s Conservation Officer Service established pursuant to section 106 of the *Environmental Management Act* [SBC 2003] c. 53;

**“Crown”** means the Crown in Right of Canada or the Crown in Right of the Province, as the case may be;

**“Crown Grant”** means Crown grant as defined under the *Land Act*, [RSBC 1996] c. 245, as may be amended from time to time;

**“Dispute”** means a disagreement about the interpretation or implementation of this Agreement, including an impasse in any negotiations taking place under the Agreement, or any disagreement between two or more Parties that has real potential to interfere with Agreement implementation, but does not include any disagreements arising under any lands or natural resources shared decision-making processes where those processes include their own dispute resolution provisions;

**“Dispute Resolution Process”** means the process described in Schedule A, General Provisions, section 6.0;

**“Early Childhood Education Strategy”** means the strategy developed by Lake Babine Nation pursuant to section 13.4;

**“Economic Development Fund”** means the Economic Development Fund established by Lake Babine Nation and the Province pursuant to section 17.2;

**“Economic Development Plan”** means the Economic Development Plan developed by Lake Babine Nation pursuant to section 17.6;

**“Economic Development Team”** means the team established by Lake Babine Nation pursuant to section 17.6 responsible for the development of the Economic Development Plan and its presentation to the Chief and Council;

**“Education/Language Advisory Team”** means the internal team established by Lake Babine Nation pursuant to section 13.2 to lead engagement with Members, provide advice to Lake Babine Nation on how to implement the Education and Language Milestones, and where appropriate, assist in implementing the Education and Language Milestones;

**“Education/Language Working Group”** means the tripartite working group established by the Parties pursuant to section 13.2 to provide a forum for collaborative discussion on how to implement the Education and Language Milestones, work collaboratively with the Education/Language Advisory Team and provide advice to the Parties;

**“Effective Date”** means the date upon which this Agreement takes effect pursuant to Schedule A - General Provisions, section 8.1;

**“Elders and Disability Centre Planning Team”** means the team established by Lake Babine Nation pursuant to section 15.7 to plan for the construction and operation of the elders and disability centre;

**“Fiscal Year”** means the Province’s fiscal year, which runs from April 1<sup>st</sup> to March 31<sup>st</sup>;

**“Fisheries Advisory Team”** means the internal team established by Lake Babine Nation pursuant to section 11.2 to lead engagement with all Members, including Urban Members, and to gather information and develop advice for Lake Babine Nation’s work under the Fisheries Milestones;

**“Fisheries Working Group”** means the tripartite working group established by the Parties pursuant to section 11.2 to support the Parties in implementing the Fisheries Milestones;

**“Foundation Pathway Agreement”** means the Agreement entered into by Lake Babine Nation and the Province on March 16, 2017;

**“Governance Advisory Team”** means the team established by Lake Babine Nation pursuant to section 9.2;

**“Governance Agreement”** means the tripartite agreement on governance concluded between Lake Babine Nation, the Province and Canada pursuant to section 9.3;

**“Governance Model”** means the model developed by Lake Babine Nation pursuant to section 9.2;

**“Governance Report”** means the report completed by the Governance Research Team pursuant to section 9.2;

**“Governance Research Team”** means the research team hired by Lake Babine Nation pursuant to section 9.2;

**“Governance Working Group”** means the tripartite working group established by the Parties pursuant to section 9.2 to work collaboratively with the Governance Advisory Team to support the development of the Governance Model, to develop a shared understanding of how cooperative federalism will apply in the context of Lake Babine Nation, the Province and Canada’s intergovernmental relationship, to identify the steps required to recognize and implement the Governance Model, and to design the scope, applicability and interaction of their respective jurisdictions;

**“Healing Centre Planning Team”** means the team established by Lake Babine Nation pursuant to section 15.6 to plan for the construction and operation of the Healing Centre;

**“Health Advisory Team”** means the advisory team established by Lake Babine Nation pursuant to section 15.2 to lead engagement with the Members to provide advice to Lake Babine Nation on how to implement the Health Milestones, and, where appropriate, to assist in implementing the Health Milestones;

**“Health Working Group”** means the tripartite working group established by the Parties pursuant to section 15.2 to provide a forum for collaborative discussion on how to implement the Health Milestones, to work collaboratively with the Health Advisory Team and to provide advice to the Parties;

**“Hereditary Chiefs”** means the hereditary leaders of the clans of Lake Babine Nation;

**“Holistic Health Strategy”** means the strategy adopted by Lake Babine Nation pursuant to section 15.4;

**“Housing Strategy”** means the strategy completed by Lake Babine Nation pursuant to section 16.8;

**“Immediate Measures”** means legally binding measures designed to begin transforming the relationship between Lake Babine Nation and the Province on the Effective Date pursuant to section 2.2;

**“Incremental Treaty Agreement”** means the Incremental Treaty Agreement dated March 26, 2014 as amended by the Amending Agreement to Incremental Treaty Agreement dated November 13, 2018 and as may be further amended by Lake Babine Nation and the Province from time to time;

**“Indigenous Knowledge”** means the accumulated body of knowledge, observations, understandings, skills, practices, innovations and philosophies that an Indigenous people develops, sustains, and passes on from generation to generation. It can include a wide variety of subject matters, such as ecological, medicinal, agricultural, and health-related knowledge. Indigenous knowledge tends to be place-based and arise from the Indigenous people’s intimate relationship with their natural world. It can be embedded in community practices, teachings, institutions, laws, relationships, and rituals. Although it is rooted in the traditional way of life of the people who hold it, it is dynamic and evolves over time;

**“Indigenous Law Strategy”** means the strategy developed by Lake Babine Nation pursuant to section 14.6;

**“Indigenous Laws”** means Lake Babine Nation’s own legal order, traditions, customary laws and practices, including restorative justice principles;

**“Infrastructure Advisory Team”** means the community planning and infrastructure advisory team established by Lake Babine Nation pursuant to section 16.2 to lead engagement with Members and provide advice to Lake Babine Nation on how to implement the Community Planning and Infrastructure Milestones, and, where appropriate, assist in implementing the Infrastructure Milestones;

**“Infrastructure Working Group”** means the tripartite community planning and infrastructure working group established pursuant to section 16.2 to provide a forum for collaborative discussion on how to implement the Community Planning and Infrastructure Milestones. The Infrastructure Working Group will work collaboratively with the Infrastructure Advisory Team, and provide advice to the Parties;

**“Interim Forestry Agreement”** means the agreement entered into by Lake Babine Nation and the Province on April 18, 2018 and any renewal of that agreement on substantially the same terms;

**“Investment Plan”** means the plan developed by the Economic Development Team pursuant to section 17.6;

**“Joint Decision-Making”** means that Lake Babine Nation and the Province work to build consensus throughout their decision-making process(es) and that the final decision is made by both Lake Babine Nation and the Province on consensus. It may include arrangements whereby Lake Babine Nation and the Province make a single decision, together. Significant legislative amendments and policy shifts may be required to allow for this type of decision-making;

**“Joint Forestry Forum”** means the forum established under the Foundation Pathway Agreement;

**“Joint Moose Framework”** means the framework co-developed and adopted by Lake Babine Nation and the Province pursuant to section 10.9;

**“Justice Advisory Team”** means the advisory team established by Lake Babine Nation pursuant to section 14.2 to lead engagement with its Members, including Urban Members, and provide advice to Lake Babine Nation on how to implement the Justice Milestones, and, where appropriate, assist in implementing the Justice Milestones;

**“Justice Working Group”** means the tripartite working group established by the Parties pursuant to 14.2 to provide a forum for collaborative discussion on how to implement the Justice Milestones, work collaboratively with the Justice Advisory Team and provide advice to the Parties;

**“K-12 Education Strategy”** means the strategy developed by Lake Babine Nation pursuant to section 13.5;

**“Key Steps”** means the steps the Parties propose to take as they strive to complete the Milestones;

**“Land Transfer Agreement”** means an agreement negotiated by Lake Babine Nation and the Province for the transfer of lands to Lake Babine Nation;

**“Language Strategy”** means the strategy developed by Lake Babine Nation pursuant to section 13.3;

**“LBN Businesses”** means:

- (a) a sole proprietorship owned by a Member or Citizen,
- (b) a corporation that is at least 51% owned and controlled by one or more Members or Citizens, Lake Babine Nation, and/or one or more Communities, or
- (c) an entity, including a partnership or joint venture, in which at least 51% of the ownership rights are directly held by Lake Babine Nation, and/or one or more Communities;

**“LBN Education Authority”** means the body established as such by Lake Babine Nation pursuant to section 13.6, as contemplated by the ECE Strategy and the K-12 Education Strategy;

**“LBN Fisheries”** means the Lake Babine Nation’s Fisheries Department;

**“LBN Lands”** means the lands transferred to Lake Babine Nation pursuant to this Agreement pursuant to section 6.2 Lands Immediate Measure 1 and section 6.7 Lands Milestone 1;

**“LBN Language Authority”** means the body established as such by Lake Babine Nation pursuant to section 13.6, as contemplated by the Language Strategy;

**“LBN Learners”** means Members of any age who are learning a subject, language or skill;

**“LBN Well-being Vision and Principles”** means the vision and principles developed by Lake Babine Nation pursuant to section 12.4;

**“Leadership Representatives”** means, for Lake Babine Nation, the Chief of Lake Babine Nation or their successor under the Governance Agreement and for the Province and Canada, means the Ministers, Deputy Ministers or Assistant Deputy Ministers from the relevant federal or provincial departments;

**“Major Dispute”** means a Dispute falling into one of the categories described in Schedule A, General Provisions, section 6.10;

**“Major Mining Project”** means a coal or metal mine which the Chief Inspector of Mines has referred to the coordinated authorizations process which is implemented largely through a project-specific mine review committee to coordinate the multiple authorizations that may be required from the various natural resource agencies for new or expanded major mine projects;

**“Members”** means all individuals belonging to the Lake Babine Nation;

**“Migratory Bird Harvesting Rights”** means Lake Babine Nation’s Section 35 Rights to harvest migratory birds as defined under federal legislation enacted further to international conventions;

**“Milestones”** means a stage in the roadmap proposed by the Parties for the work they will strive to complete collaboratively in each topic area pursuant to section 2.4 to 2.6;

**“Moose Study”** means the study identified in section 10.2;

**“Moose Work Plan”** means the work plan developed by Lake Babine Nation, the Province and any other participating Indigenous nations pursuant to section 10.9;

**“Nat’oot’en”** means the Indigenous language spoken by Members;

**“Place Name Requests”** means proposals made by Lake Babine Nation to the Province pursuant to section 6.10;

**“Place Names Working Group”** means the working group established jointly by Lake Babine Nation and the Province pursuant to section 6.10;

**“Post-Secondary Education Strategy”** means the strategy developed by Lake Babine Nation pursuant to section 13.7;

**“Priority Values”** means Lake Babine Nation’s priority cultural and environmental values on provincial Crown lands and LBN Lands within the Territory;

**“Restorative Justice Centre”** means the centre launched by Lake Babine Nation under the Lake Babine Nation Restorative Justice Strategy pursuant to section 14.5;

**“Restorative Justice Strategy”** means the strategy developed by Lake Babine Nation pursuant to section 14.4;

**“Restorative Youth Justice Conferencing”** means an out of court process that focuses on why crime occurs, how the crime affects others, and what actions are necessary to help repair the harm to victims and the community. It is authorized under the *Youth Criminal Justice Act* (2002) and can occur as a pre-charge or post-charge diversion program;

**“Section 35 Rights”** means the Aboriginal rights, including Aboriginal title, of Lake Babine Nation that are recognized and affirmed under section 35 of the *Constitution Act, 1982*;

**“Senior Representatives”** means the individuals appointed to the Solutions Forum pursuant to Schedule A, General Provisions, section 6.4;

**“Solutions Forum”** means the tripartite body established by the Parties pursuant to Schedule A, General Provisions, section 6.3;

**“Strategic Forest Initiative Agreements”** means the agreements referred to in section 7.7;

**“Territory”** means the area that Lake Babine Nation identifies as the area where it holds Section 35 Rights, and which is illustrated in Schedule F;

**“Transition Plan”** means the plan developed by the Parties pursuant to section 12.7 for the implementation of the Lake Babine Nation Child and Family Services Model;

**“Tripartite Economic Development Advisory Group”** means the tripartite advisory group established by the Parties pursuant to section 17.7;

**“Tripartite Vision”** means the general vision set by the Parties as their shared vision in section 3.1;

**“Urban Members”** means Members who do not reside in any of the LBN Communities;

**“Wildlife”** does not include migratory birds, as defined under federal legislation enacted further to international conventions;

**“Wildlife Advisory Team”** means the advisory team established by Lake Babine Nation pursuant to section 10.3 to lead engagement with Members, to provide advice to Lake Babine Nation on how to implement Wildlife Milestones, and, where appropriate, to assist with Wildlife Milestone implementation;

**“Wildlife Harvesting Rights”** means Section 35 Rights to harvest Wildlife; and

**“Wildlife Working Group”** means the working group established jointly by Lake Babine Nation and the Province pursuant to section 10.3 to provide a forum for inclusive and collaborative discussion on how to implement the Wildlife Milestones. It works collaboratively with the Wildlife Advisory Team and provides advice to the Lake Babine Nation and the Province.