

RECONCILIATION AGREEMENT

This Agreement is dated for reference February 28, 2022

BETWEEN:

Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Indigenous Relations and Reconciliation and the Minister of Forests, Lands and Natural Resource Operations and Rural Development

(the “**Province**”)

AND:

Sts’ailes, on behalf of itself and its *Xwelmexw te Sts’ailes*, as represented by Chief and Council

(“**Sts’ailes**”)

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

WHEREAS:

- A. The Province and Sts’ailes are committed to advancing reconciliation based on the recognition and implementation of Sts’ailes’ Section 35 Rights and a strong respect for *Xwelmexw te Sts’ailes* (the “**People**”) and *Xa Xa Temexw* (the “**Sacred Lands**”);
- B. The Province recognizes the existence of Sts’ailes title and rights in Sts’ailes Traditional Territory and *Xa Xa Temexw* and the existence of Indigenous rights as recognized by the *United Nations Declaration on the Rights of Indigenous Peoples* (“**UNDRIP**”) and the *Declaration on the Rights of Indigenous Peoples Act* (the “**Declaration Act**”);
- C. The Province acknowledges that the inherent nature of Sts’ailes title and rights does not require Sts’ailes to negotiate their self-governance, but as a gesture of good faith and collaboration with the Province, Sts’ailes has provided a negotiation mandate to its government;
- D. The Province recognizes the existence and centrality of *Snowoyelh* (traditional laws of everything) and *Si:wes* (Sts’ailes teachings) to Sts’ailes and understands that Sts’ailes approaches this Reconciliation Agreement (the “**Agreement**”) through the lens of *Snowoyelh* and *Si:wes*, in particular Sts’ailes’ Origin Story, which is the foundation for Sts’ailes ways of living;

The Origin Story

*Before the world was here, the Sun and Moon fell in love;
They sent their emotions and feelings towards each other and where
those feelings met was where the world was created.*

*In the beginning, the world was covered with water and through time
and evolution some beings took different shape and form:*

*Some became the winged;
Some became the four-legged fur bearing;
Some became the plant people and root people;
Some became the ones that swim in the rivers and oceans;
And some became the humans.*

*Early in time, we, the humans, were the weakest,
And needed the most help to survive.*

*All our relations felt sorry for us; they took pity on us.
An agreement was made where they agreed to give themselves to us, for:*

- *Food,*
- *Shelter,*
- *Clothing,*
- *Utensils, and*
- *Medicine.*

The only thing they asked for in return was to:

- *Be respected;*
- *Be remembered;*
- *Only take what we need;*
- *Share with those that are less fortunate; and*
- *To not gather or harvest at certain times and
places to allow them to reproduce.*

*Before we gather, harvest or hunt, we say a prayer of forgiveness and
a prayer of thanks to “All Our Relations” for taking their life to feed our family,
we commit to use everything, and we will share with those that are less fortunate.*

*In honouring this sacred agreement, we are the Stewards of the Land,
Environment, the Winged, the Four-legged, the Plants, and the Ones that Swim
in the rivers and oceans.*

- E. The Province and Sts'ailes recognize joint and consent-based decision-making are necessary elements of advancing reconciliation and upholding UNDRIP and

the Declaration Act, and the Parties commit to explore this topic in future phases of the Agreement;

- F. The Parties signed a Memorandum of Understanding (the “**MOU**”) on November 1, 2011 and have worked collaboratively to carry out the commitments made in the MOU as an incremental step in advancing reconciliation;
- G. The Parties signed a Letter of Commitment (the “**LOC**”) on March 7, 2018 as a further step towards the reconciliation of Sts’ailes Section 35 Rights with Provincial interests;
- H. Province has adopted the *Draft Principles Guiding the Province of British Columbia’s Relationship with Indigenous Peoples* to help inform the development of relationships based on the recognition and implementation of Indigenous rights, including Indigenous self-determination and Indigenous self-government as recognized and affirmed under section 35 of the *Constitution Act, 1982*, (the “**Draft Principles**”);
- I. The Province has passed the Declaration Act, the purposes of which are to affirm the application of the UNDRIP to the laws of British Columbia, contribute to the implementation of the UNDRIP, and to support the affirmation of, and develop relationships with Indigenous governing bodies; and
- J. To advance reconciliation in a manner consistent with the UNDRIP, the Draft Principles and the Declaration Act, and further the existing reconciliation efforts of the Parties, the Province and Sts’ailes wish to enter into this Agreement.

NOW THEREFORE the Parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions.

In this Agreement:

- a) “**Approved Professional**” means a person who is named on a roster established under section 42(2) of the *Environmental Management Act*, S.B.C. 2003, c. 53 to be agreed upon by the Parties;
- b) “**Closing**” means the completion of the transfer of the Parcel by the Province to a Designated Company on the Closing Date in accordance with Phase 1 of this Agreement;
- c) “**Closing Date**” means the date or dates as agreed to by the Parties on which documents for the transfer of the Parcel to a Designated Company will be uploaded to the electronic meet and filed in the Land Title Office;

- d) “**Council**” and “**Band Council**” mean, in respect of Sts’ailes, the elected “council of the band” within the meaning of the *Indian Act*;
- e) “**Crown Corridor**” means a highway (as defined in the *Transportation Act*) and the area of any other road, right-of-way, easement or licence over Crown land that is used for transportation or public utility purposes, including railway purposes;
- f) “**Designated Company**” means one or more companies incorporated under federal or provincial law, all the shares of which are wholly owned directly or indirectly, legally and beneficially, by Sts’ailes and which Sts’ailes has designated to take fee simple title to a Parcel; which, for greater certainty, may include a company that is acting as a partner in a limited partnership or a limited liability partnership and may include a company holding a Parcel in bare trust for and on behalf of Sts’ailes;
- g) “**Effective Date**” means the date on which this Agreement is executed and delivered by the Parties;
- h) “**Governmental Action**” means any provincial or federal approval, decision, process, agreement, authorization or action of any kind whatsoever, including approvals, decisions, processes, agreements, authorizations or actions of a provincial or federal agency or Crown corporation;
- i) “**Lhawathet Lalem Parcel**” means those lands shown for illustrative purposes as the “Lhawathet Lalem Parcel” in Schedule 4 having an area of approximately 42.72 hectares;
- j) “**Parcel**” means the Chehalis River Parcel;
- k) “**Chehalis River Parcel**” means those lands shown for illustrative purposes as the “Chehalis River Parcel” in Schedule 1 having an area of approximately 167 hectares;
- l) “**Permitted Encumbrances**” means the reservations, exceptions, liens, charges and interests described in Schedule 6 for the Parcel or any other Permitted Encumbrances agreed to by the Parties and registered as a charge on title to the Parcel;
- m) “**Proceeding**” includes any claim, demand, cause of action, action, suit or other proceeding, including any expenses, legal fees, damages, costs or other liability, incurred, directly or indirectly, in relation thereto;
- n) “**Provincial Official**” means
 - i. any minister, public official, employee, contractor or agent of the Province,

- ii. any government corporation or any director, officer, employee, contractor or agent of a government corporation, or
 - iii. any person acting as a decision maker under any enactment of the Province;
- o) **“Recreation Site”** means the Chehalis River recreation site (REC0065) published in the Royal Gazette on July 24, 1980 (Notice (Ministry of Forests), (1980) BC Gaz II, 1221) and shown for illustrative purposes in Schedule 12;
 - p) **“Sasquatch Crossing Parcel”** means those lands shown for illustrative purposes as the “Sasquatch Crossing Parcel” in Schedule 3 having an area of approximately 26.4 hectares;
 - q) **“Senior Representatives”** means the Assistant Deputy Ministers of the Ministry of Forests, Lands, Natural Resources Operations and Rural Development and the Ministry of Indigenous Relations and Reconciliation or their designate on behalf of the Province; and Council portfolio holders and Directors for *Moytelexw* (Economic Development), *Xwilexmet* (Rights and Title), and *Solh Temexw Shxweli* (Lands), and CAO/Chief Negotiator or their designate on behalf of Sts’ailes;
 - r) **“Sts’ailes Litigation”** means Action Number L033516 filed in the British Columbia Supreme Court on December 10, 2003 including the Amended Notice of Civil Claim filed on June 21, 2016;
 - s) **“Sts’ailes Traditional Territory”** means those lands shown for illustrative purposes as “Sts’ailes Traditional Territory” in Schedule 10 and includes *Xa Xa Temexw*;
 - t) **“Section 35 Rights”** means asserted or determined Aboriginal rights, including Aboriginal title, which are or may be recognized and affirmed by section 35 of the *Constitution Act, 1982*;
 - u) **“St’epsum Parcel”** means those lands shown for illustrative purposes as the “St’epsum Parcel” in Schedule 2 having an aggregate area of approximately 278 hectares; and
 - v) **“Xwelmexw te Sts’ailes”** means any person who is a Sts’ailes citizen as defined by Sts’ailes.

1.2 Interpretation.

For purposes of this Agreement:

- a) “this Agreement” means this Reconciliation Agreement, and includes the Schedules and any agreement, document or instrument executed or delivered pursuant to this Agreement;

- b) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- c) “good faith”, in the case of the Province, means the highest standard of the Crown’s obligations to Indigenous peoples;
- d) the recitals and headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- e) words importing gender include the masculine, feminine or neuter gender and words in the singular include the plural and vice versa;
- f) any reference to a corporate entity includes and is also a reference to any corporate entity that was a predecessor to, or that is a successor to, such entity;
- g) a reference to a statute includes every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it;
- h) any reference to the delivery on Closing of an agreement, document or instrument “in the form” of an attached schedule means an agreement, document or instrument substantially in that form with such changes, additions or deletions as may be agreed by the representatives of the Parties;
- i) each and every acknowledgement, agreement, release and other covenant given, and action to be taken, by Sts’ailes under this Agreement means Sts’ailes is acting by and through its Chief and Council, and will be conclusively deemed to have been given, or taken, by Sts’ailes on its own behalf;
- j) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party; and
- k) doubtful expressions, terms or provisions in the Agreement will be interpreted in a way that meets the Province’s obligations under the standards of UNDRIP.

ARTICLE 2 – STRUCTURE OF AGREEMENT

2.1. Structure.

The Parties’ commitments under this Agreement are set out as follows:

- Article 1 – Interpretation
- Article 2 – Structure of Agreement
- Article 3 – Reconciliation and Purpose

Phase 1 – Immediate Measures

Article 4 – Parcel Transfer
Article 5 – Alternative Measures
Article 6 – Condition of Parcel
Article 7 – Permitted Encumbrances
Article 8 – Parcel Survey and Closing Costs
Article 9 – Other Covenants
Article 10 – Implementation Funding
Article 11 – Governance and Decision-Making
Article 12 – Relationship and Implementation and Annual Leadership Forums

Phase 2 – Future Milestones to Advance Reconciliation

Article 13 – Future Negotiations
Article 14 – Federal Participation

Other Matters

Article 15 – Coming into Effect and Termination
Article 16 – Conditions Precedent
Article 17 – Sts’ailes Assurances
Article 18 – Representations and Warranties
Article 19 – Dispute Resolution
Article 20 – General
Article 21 – Notice

2.2. Phases of this Agreement.

Phase 1 of this Agreement refers to a series of Immediate Measures (Articles 4-12) to be completed within five (5) years of the Effective Date. Phase 2 of this Agreement is comprised of a series of goals and topic areas identified by the Parties for future negotiation designed to facilitate further reconciliation over the next five (5) to 10 years (“**Medium Term**”) and the next 10 to 15 years (“**Long Term**”).

2.3. Ongoing Reconciliation.

This Agreement is the first iteration of an ongoing reconciliation process, and the Phases of this Agreement are intended to allow the Agreement to develop and reflect evolving understandings and standards of reconciliation, Sts’ailes legal orders, consent, and the implementation of the Declaration Act.

2.4. Schedules.

The following Schedules are attached to, and form part of, this Agreement:

- Schedule 1 Map of Chehalis River Parcel

- Schedule 2 Map of St'epsum Parcel
- Schedule 3 Map of Sasquatch Crossing Parcel
- Schedule 4 Map of Lhawathet Lalem Parcel
- Schedule 5 Provincial Funding
- Schedule 6 Permitted Encumbrances and Reservations
- Schedule 7 Designated Company Agreement
- Schedule 8 GST Certificate
- Schedule 9 Consent in relation to Property Transfer Tax Matters
- Schedule 10 Sts'ailes Traditional Territory
- Schedule 11 Relationship and Implementation Forum Terms of Reference
- Schedule 12 Map of Recreation Site

ARTICLE 3 – RECONCILIATION AND PURPOSE

3.1 Reconciliation.

Sts'ailes acknowledges and agrees that the benefits provided to Sts'ailes or a Designated Company in accordance with this Agreement constitute a contribution by the Province towards the reconciliation of the Province's and Sts'ailes' interests. The Province acknowledges and agrees that the Province's past and continued access and use of Sts'ailes Traditional Territory and *Xa Xa Temexw* constitutes a contribution by Sts'ailes towards reconciliation.

3.2 Purpose.

The purpose of this Agreement and its subsequent phases is to demonstrate a renewed and collaborative path towards reconciliation by:

- a) building momentum between Sts'ailes and the Province to move towards new partnerships through a strengthened government to government relationship;
- b) supporting the Sts'ailes right to self-determination, including the inherent right of self-government;
- c) supporting the resurgence of Sts'ailes legal orders, including *Snowoyelh* (traditional laws of everything), *Si:wes* (Sts'ailes teachings), and Sts'ailes

governance structures, and the contemporary centrality of Sts'ailes legal orders in decision-making;

- d) providing increased economic, cultural, and social opportunities for Sts'ailes that close the socio-economic gaps between Sts'ailes and other communities;
- e) supporting a sustainable and healthy Sts'ailes economy that reflects the economic component of title, integrates Sts'ailes stewardship, culture and governance, and enables economic development within Sts'ailes Traditional Territory and *Xa Xa Temexw* that benefits Sts'ailes and the regional economy;
- f) identifying topic areas for future discussion and negotiation in Phase 2 of the Agreement including creating mechanisms by which joint or consent-based decision-making will be enacted; and
- g) establishing an intergovernmental forum to support the implementation of this Agreement and future agreements, as part of a continuing commitment to reconciliation.

PHASE 1 – IMMEDIATE MEASURES

ARTICLE 4 – PARCEL TRANSFER

4.1 Term of Immediate Measures.

The term of the Immediate Measures is five (5) years from the Effective Date.

4.2 Parcel Transfer.

During the five-year term of the Immediate Measures, the Province will transfer fee simple title to the Parcel to the Designated Company.

4.3 Pre-Closing Deliveries by Sts'ailes.

Sts'ailes will notify the Province when the Designated Company is ready to proceed with the transfer of the Parcel.

4.4 Closing Deliveries by Province.

Following the satisfaction or waiver of the conditions precedent under Section 16.2, and subject to the Permitted Encumbrances and the terms of this Agreement, the Province will provide the Designated Company with a Crown Grant to the Parcel within 120 days after the issuance of the ministerial order after the Effective Date.

4.5 Closing Deliveries by Sts'ailes.

Not less than 14 days before the Closing Date, or such other date as may be agreed to by the Parties, Sts'ailes will execute and deliver, or cause to be executed and delivered, or deliver, as the case may be, to the Province:

- a) a certificate signed by an officer of the Designated Company in the form attached as Schedule 7 confirming the Designated Company's GST registration number and registered status;
- b) a letter of undertaking signed by Sts'ailes' legal counsel undertaking, among other things, that the Province will be provided with a signed copy of the Designated Company Agreement (Schedule 7) and the GST Certificate (Schedule 8);
- c) a signed consent of Sts'ailes in relation to Property Transfer Tax form attached as Schedule 9 executed by Sts'ailes; and
- d) all such other documents that may be necessary or advisable for Sts'ailes or a Designated Company to provide to complete the transactions contemplated under this Agreement.

4.6 Registration of Parcel.

The Parcel transferred under Section 4.2 will be registered in the Land Title Office.

4.7 Closing Procedure.

The legal counsel for Sts'ailes and the Province will confirm in writing the manner in which the documents necessary or advisable to transfer and register the Parcel will be produced, managed, exchanged and delivered. Without limiting the generality of the foregoing, legal counsel responsible for registering the Parcel will:

- a) provide a letter of undertaking to legal counsel for the other Party;
- b) use the Land Title and Survey Authority electronic filing system; and
- c) provide all documents filed under Section 4.7(b) to legal counsel for the other Party.

4.8 Shared Territories.

Prior to the transfer of the Parcel to the Designated Company, the Province and Sts'ailes will discuss and make reasonable efforts to resolve issues raised by other First Nations. In the event any such claims are not resolved, the Parties will work together on an agreeable approach.

4.9 Other First Nations' Litigation.

In the event of any Proceeding brought by another First Nation against the Province or any Provincial Official with respect to the transfer of the Parcel to the Designated Company on behalf of Sts'ailes, the Province may ask Sts'ailes to provide the Province with reasonable assistance in support of the Province's defence of the proceeding.

ARTICLE 5 – ALTERNATIVE MEASURES

5.1 Benefits Replacing St'epsum Land Transfer.

The Province acknowledges the significance of the St'epsum Parcel to Sts'ailes and despite best efforts by the Parties to include the transfer of the St'epsum Parcel as an Immediate Measure in the Agreement, outstanding First Nation consultation issues remain. Over the term of the Immediate Measures, the Parties will work in good faith outside of the Agreement to explore options to resolve these issues before the Province makes a decision regarding the transfer of the St'epsum Parcel. To replace the St'epsum Parcel as a current Immediate Measure with alternative benefits, the Parties will work together to attempt to identify private lands in Sts'ailes Traditional Territory ("**Alternate Lands**") up to a maximum value of \$9,000,000 that are available on a willing seller-willing buyer basis.

5.2 Acquisition of Private Lands.

If Alternate Lands are identified by the Parties under Section 5.1, the Parties will negotiate and attempt to conclude an agreed upon purchase and sale agreement that provides for the purchase of the Alternate Lands by the Province. Prior to the transfer of the Alternate Lands to Sts'ailes, the Parties commit to negotiate and attempt to conclude a land transfer agreement.

5.3 Sufficiency of Approvals.

The Parties acknowledge that the purchase and transfer of Alternate Lands pursuant to Section 5.2 is subject to the Province obtaining required financial mandates and other approvals.

5.4 Alternative Benefits.

If the Province does not receive the requisite approvals described in Section 5.3, the Parties will continue to negotiate alternative benefits, including alternative funding options, that meet the Parties' interests. If the alternative benefits are not acceptable to Sts'ailes, the Parties commit to attempt to resolve the issue through the dispute resolution process set out in Section 19.3.

5.5 Alternative Lands Costs.

The Province is responsible for the reasonable costs associated with the acquisition of the Alternative Lands. The Parties acknowledge that this commitment is subject to the Province obtaining required financial mandates and other approvals.

ARTICLE 6 – CONDITION OF PARCEL

6.1 Environmental Reports.

As soon as practicable after the Effective Date, the Province will, with input and review from Sts'ailes on the terms of reference and the Approved Professional to be retained, obtain and provide to Sts'ailes a Stage 1 and, if reasonably recommended by the consultant, Stage 2 environmental assessment report in respect of the Parcel (the "**Environmental Reports**"). The Environmental Reports are provided for information purposes only and on the basis that Sts'ailes will independently review and assess the Environmental Reports and that the Province makes no representation or warranty to Sts'ailes regarding the accuracy and completeness of the Environmental Reports.

6.2 Election to Obtain Transfer of Parcel.

Within 60 days of receiving the Environmental Reports under Section 6.1, or other such time as the Province and Sts'ailes agree, Sts'ailes will determine whether, subject to the other terms and conditions of this Agreement, it elects to:

- a) accept a transfer of the Parcel on an "as is" basis and assume responsibility for the environmental condition of the Parcel;
- b) request the Province seek a mandate to complete further assessments and possible remediation of the Parcel; or
- c) request the Province seek a mandate for cash in lieu of the Parcel or an alternate arrangement as agreed to by the Parties

in accordance with this Agreement and will notify the Province of its election accordingly.

6.3 Transfer of Parcel "As Is".

If Sts'ailes elects to proceed under Section 6.2(a) or following the detailed site investigation and its included potential further options in Section 6.2(b), Sts'ailes will from and after the Closing Date:

- a) assume all environmental liabilities relating to the Parcel including all liability for the cleanup of any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the

Parcel or migrating from the Parcel (including surface water and groundwater), subject to Section 6.3(c);

- b) release the Provincial Officials from and against any and all Proceedings with respect to any and all environmental liabilities relating to the Parcel described in Section 6.3(a); and
- c) indemnify and save harmless the Provincial Officials from and against any and all Proceedings after the Closing Date arising out of or in connection with any and all environmental liabilities relating the Parcel described in Section 6.3(a), except where the Proceedings arise out of or in connection with the migration of toxic, hazardous, dangerous or potentially dangerous substances from the Parcel that occurred prior to the Closing Date.

6.4 Further Assessments and Possible Remediation.

If Sts'ailes elects to proceed under Section 6.2(b), following the receipt of the required mandate(s) for further assessments and possible remediation the Province commits to the following:

- a) obtain a detailed site investigation report regarding the Parcel from an Approved Professional and providing that report to Sts'ailes;
- b) discuss the findings of the detailed site investigation with Sts'ailes which may recommend remediation, risk assessment or other options and seeking consensus with Sts'ailes on the approach by co-developing a mandate request as described in Section 6.5(a);
- c) if remediation is agreed to by the Parties in Section 6.4(b), the Parties will negotiate the scope of the remediation, including the land use standard for remediation in the *Environmental Management Act*, S.B.C. 2003, c. 53 and will make a decision about obtaining a remediation plan from an Approved Professional for remediation measures for the Parcel under the *Environmental Management Act*, S.B.C. 2003, c. 53 and regulations thereunder;
- d) pending the decision made by the Parties under Section 6.4(c), the Province will obtain a remediation plan from an Approved Professional for the Parcel to the agreed upon standard determined in Section 6.4(c) under the *Environmental Management Act*, S.B.C 2003, c. 53 and the Province will provide that remediation plan to Sts'ailes; and
- e) the Province will further engage with Sts'ailes on whether Sts'ailes elects to proceed with the remediation of the Parcel in accordance with the remediation plan.

6.5 Provincial Approvals Required.

- a) Section 6.4 is subject to the Province obtaining all required internal approvals and mandates, including from Treasury Board and Cabinet, to proceed with the detailed site investigation and options prescribed by the detailed site investigation, including remediation or risk assessments and the limit of the associated costs payable by the Province;
- b) if approvals under Section 6.5(a) are obtained, only Sts'ailes may elect not to proceed with the remediation of the Parcel or the other options prescribed by the detailed site investigation;
- c) if approvals under Section 6.5(a) are obtained and Sts'ailes elects to proceed with remediation or the other options prescribed by the detailed site investigation, the Parties will agree on a date for commencement and the Province will undertake or cause to be undertaken the remediation or other options prescribed by the detailed site investigation recommended by an Approved Professional including the cost of the site profile, the cost of the remediation and any other costs, including taxes and professional fees, related to its remediation; and
- d) if Treasury Board and Cabinet do not provide the approval to proceed with the recommended option pursuant to Section 6.5(a), the Parties will enter into negotiations for alternate acceptable remediation measures for the Parcel in question which may include amending the boundaries of the Parcel and seeking further mandates.

6.6 Transfer after Further Assessments and Possible Remediation.

If the Province receives the required approvals in Section 6.5(a) and the agreed upon option prescribed by the detailed site investigation is completed in Section 6.5(c), the Parcel will be transferred to Sts'ailes in accordance with Section 6.3.

6.7 Alternate Arrangement.

If Sts'ailes elects to proceed under Section 6.2(c), the Province will:

- a) enter into negotiations with Sts'ailes on an alternate acceptable arrangement; and
- b) seek a mandate for cash in lieu of the Parcel.

6.8 Condition of Recreation Site on Parcel.

The Parties agree to the following in regard to the Recreation Site on the Parcel:

- a) The Parties acknowledge that a significant flooding event occurred in November 2021 that may have caused damage to the Recreation Site on the

Parcel. Sts'ailes agrees to accept the Parcel in the post-flood condition as of the Effective Date. Once the Parties collect further information about the condition of the Recreation Site, the Parties commit to explore opportunities for repairing and rebuilding any flood-related damages after the Effective Date and before any transfer of the Parcel to Sts'ailes. Sts'ailes understands that viable opportunities to repair and rebuild are subject to Provincial approvals and financial mandates. If the Parties disagree on the opportunities to repair and rebuild, the Parties commit to attempt to resolve the issue through the dispute resolution process set out in Section 19.3.

- b) For clarity, Sts'ailes intends to continue to use the Recreation Site as a recreation site, but this will be subject to ongoing viability and the highest and best use of the Parcel going forward. After meaningful discussions with Sts'ailes in advance of a change of use of the Recreation Site, the Ministry of Forests, Lands, Natural Resources and Rural Development and Ministry of Indigenous Relations and Reconciliation agree to support Sts'ailes in obtaining required permits, approvals, or any other authorizations for changes of use. If disagreements arise, the Parties commit to attempt to resolve the issue through the dispute resolution process set out in Section 19.3.

ARTICLE 7 – PERMITTED ENCUMBRANCES

7.1 Permitted Encumbrances.

Sts'ailes acknowledges and agrees that, on receipt of updated Schedules under Section 7.4 and as of the Closing Date:

- a) it is familiar with the existence and terms of the Permitted Encumbrances and accepts fee simple title to the Parcel subject to the Reservations and Permitted Encumbrances;
- b) the Province may grant any related extensions, renewals or replacements or issue any further rights related to the Permitted Encumbrances in accordance with provincial law; and
- c) it will not do, or allow to be done, anything that would interfere with any rights under any of the Permitted Encumbrances or that would otherwise result in any claim against the Province by anyone claiming by, through or under a Permitted Encumbrance.

7.2 Form of Permitted Encumbrances.

The Permitted Encumbrances are listed generally in Schedule 6 and will include any modifications that Sts'ailes and the holder of the Permitted Encumbrance may have agreed to in writing.

7.3 Amendments to Permitted Encumbrances.

The Parties acknowledge and agree that between the execution of this Agreement and the Closing Date, the Province may require that the Permitted Encumbrances be amended to:

- a) comply with current provincial policies and practices, and any legal requirements; and
- b) correct any errors or omissions to the Permitted Encumbrances attached as Schedule 6.

7.4 Amendments Form Part of Agreement.

Where any amendments are made under Section 7.3, Schedule 6 will be revised and initialed. The Parties acknowledge agree that, notwithstanding any amendments under Section 7.3 being made after the execution of this Agreement, the revised and initialed Schedule 6 will form part of this Agreement.

7.5 Registration of Unregistered Interests.

Sts'ailes will consent, or will cause the Designated Company to consent, to the registration of any interests identified in Schedule 6 which are not registered against the applicable Parcel in the Land Title Office on or after the Closing Date.

7.6 Recommendation for No Registration Reserve and Coal Land Reserve.

Following the Effective Date, the Ministry of Indigenous Relations and Reconciliation and the Ministry of Forests, Lands, Natural Resource Operations and Rural Development will recommend to the Chief Gold Commissioner that the Chief Gold Commissioner place a no registration reserve on the Parcel under section 22 of the *Mineral Tenure Act* and a coal land reserve under section 21 of the *Coal Act*. The Parties agree to discuss mineral rights for the Alternate Lands in the subsequent agreement contemplated in Section 5.2 for the transfer of the Alternate Lands to Sts'ailes.

7.7 Indemnity for Charges.

Sts'ailes will indemnify and save harmless the Province and all Public Officials from and against any and all Proceedings arising out of or in connection with Sts'ailes' or a Designated Company's acts or omissions in connection with any Permitted Encumbrance.

7.8 BC Hydro Right of Ways.

Sts'ailes will work with BC Hydro to identify any BC Hydro right of ways and works on the Parcel and will endeavor to reach agreement with BC Hydro on BC Hydro's continued access to and use of the Parcel.

ARTICLE 8 – PARCEL SURVEY AND CLOSING COSTS

8.1 Property Transfer Tax and Other Costs.

The Province is responsible for the following costs in connection with the transfer of the Parcel:

- a) the cost associated with ensuring the Parcel has a survey which meets the requirements for registration in the Land Title Office;
- b) any costs or fees associated with the preparation and issuance of Crown Grants and any other documents required to register the Parcel and Permitted Encumbrances;
- c) any fees charged by the Land Title Office or the Land Title and Survey Authority relating to the registration of the Parcel and the Permitted Encumbrances;
- d) property transfer tax payable under the *Property Transfer Tax Act* which, for greater certainty, the Province will pay or seek an exemption; and
- e) any federal or provincial sales tax, including GST and PST, and any other transfer or registration charges.

8.2 Annual Taxes and Other Costs.

The Designated Company is responsible for any and all annual taxes payable in respect of the Parcel in accordance with provincial law. For greater certainty, on and after the applicable Closing Date, the Province is not required to assume financial or other obligations with respect to the Parcel, subject to any of the obligations set out in Section 8.1.

ARTICLE 9 – OTHER COVENANTS

9.1 Addition to Reserve.

The Ministry of Indigenous Relations and Reconciliation and the Ministry of Forests, Lands, Natural Resources Operations and Rural Development will advise Canada that they support the Sasquatch Crossing Parcel and the Lhawathet Lalem Parcel being added to the reserve lands of Sts'ailes.

9.2 Access to the Parcel.

The Province will work with Sts'ailes in good faith to maintain existing access to the Parcel and facilitate the process for any additional provincial or local government authorizations that may be required for changes to access in the future.

ARTICLE 10 – IMPLEMENTATION FUNDING

10.1 Annual Payment.

The Province will provide Sts'ailes annual funding over the five-year term of the Immediate Measures to support the implementation of this Agreement in accordance with Schedule 5.

10.2 Flexibility of Funding to Meet Sts'ailes Needs.

The funding provided by the Province as set out in Schedule 5 may be reallocated by Sts'ailes within the spirit and intent of this Agreement to reflect shifting Sts'ailes needs and priorities.

10.3 Stand Alone Funding.

The funding provided by the Province as set out in Schedule 5 will not be affected or varied by contributions from Canada or any other factors.

10.4 Carrying Funds Over Fiscal Years.

Sts'ailes may carry over funds from one fiscal year to the next throughout the term of the Immediate Measures.

10.5 Justice Initiatives.

The Province will provide Sts'ailes funding in accordance with Schedule 5 to support Justice Initiatives that may include the following:

- a) hiring of a justice coordinator to enhance Sts'ailes' response on referrals from other agencies;
- b) establish the Restorative Justice Program and Justice Services Program to provide capacity for Sts'ailes to implement traditional Sts'ailes ways of dealing with conflict;
- c) support the Sts'ailes Justice Steering Committee of Council and the Restorative Justice Committee; and
- d) support the general operating costs of the justice initiatives.

10.6 Economic Development Initiatives.

The Province will provide Sts'ailes funding in accordance with Schedule 5 to support Economic Development initiatives that may include the following:

- a) support the hiring of a Business Development Officer to enhance Sts'ailes businesses currently underway and to enable Sts'ailes community members to become entrepreneurs;

- b) support the establishment of a new Chief Executive Officer to seek business opportunities and support Sts'ailes economic growth;
- c) support the Sts'ailes Development Corporation Board and Business Development Working Group;
- d) establish a Tourism Coordinator to develop, research, build partnerships, plan events with tourism partners, and work with provincial ministries to enhance Sts'ailes tourism opportunities;
- e) fund a maintenance worker;
- f) fund facility upgrades on the Sasquatch Crossing and Lhawathet Lalem Parcels;
- g) establish a Sts'ailes business plan and marketing plan;
- h) support a full-time administrative support position; and
- i) provide funding for administrative support supplies and equipment.

ARTICLE 11 – GOVERNANCE AND DECISION-MAKING

11.1 Law and Policy Review.

The Province will consult and cooperate with Sts'ailes to ensure Sts'ailes has the opportunity to meaningfully participate in any provincial process identified by Sts'ailes to the Relationship and Implementation Forum that may be established to review and amend provincial laws, regulations, and policies to encourage alignment with Sts'ailes laws and UNDRIP. Subject to expressed interest by Sts'ailes, the appropriate level and forum for engagement will be determined by the Relationship and Implementation Forum that is established pursuant to this Agreement.

11.2 Collaborative Stewardship Studies.

The Province will provide Sts'ailes funding in accordance with Schedule 5 that Sts'ailes may use for initiatives such as the following:

- a) completion of land use and occupancy mapping describing how Sts'ailes community members have used their territory over time and at present to inform land, resource and ecosystem planning;
- b) completion of a plant inventory study to help determine the health of the ecosystem within Sts'ailes Traditional Territory and *Xa Xa Temexw*;

- c) completion of an economic feasibility study to identify the potential recreational uses of Sts'ailes Traditional Territory and *Xa Xa Temexw* and their economic potential; and
- d) collection of Light Detection and Ranging (LIDAR) data on Long and Echo Islands;

This funding may be used to support future land and resource planning complementary to studies undertaken through the Sto:lo Collaborative Stewardship Framework. The Province encourages Sts'ailes to collaborate with other First Nations in this work where possible and is available to support these discussions. If Sts'ailes is unable to reach an agreement with the S'ólh Téméxw Stewardship Alliance regarding the Sto:lo Collaborative Stewardship Framework, Sts'ailes may redirect the funding to other initiatives or studies to support decision-making or improving regional collaboration outlined in Sections 11.3 and 11.4.

11.3 Nation-to-Nation Agreements.

The Province recognizes that agreements between Nations must be driven by the Nations involved with respect for Indigenous legal orders. In accordance with Schedule 5, the Province will provide Sts'ailes funding to support negotiations between Sts'ailes and other neighboring Nations to help clarify the nature of Aboriginal Interests within the shared territory. The Province is available to join these dialogues if requested by Sts'ailes.

11.4 Strategic Engagement on Referrals.

The Province will provide Sts'ailes funding in accordance with Schedule 5 that Sts'ailes may use for the following initiatives:

- a) support for the utilization or development of an independent update to the Stó:lō connect web portal;
- b) support for Sts'ailes relationship-building with the People of the River Referral Office and/or S'ólh Téméxw Stewardship Alliance;
- c) support for the maintenance of the platform established in Section 11.4(a); and
- d) support for Sts'ailes establishing and maintaining capacity for reviewing referrals.

11.5 Management of Recreational Sites and Trails.

The Province will provide Sts'ailes funding over five (5) years in accordance with Schedule 5 that may include the following:

- a) support for equipment upgrades for recreation sites on the West side of Harrison Lake that supplements funding already allocated in 2020-2021 for equipment upgrades by Recreation Sites and Trails BC;
- b) support for interpretative signage that supplements funding already allocated in 2020-2021 for interpretative upgrades by Recreation Sites and Trails BC; and
- c) establishment of a Recreation Sites and Trails Manager to work year-round on recreation sites developing recommendations for Chief and Council, collaborating with Tourism Coordinator in developing a broader vision of recreational sites and supporting the development of new recreational sites in Sts'ailes Traditional Territory.

11.6 Guardian Program.

To support Sts'ailes in building the capacity to manage the growing recreation and tourism use of Sts'ailes Traditional Territory and *Xa Xa Temexw* and to reinforce Sts'ailes' fundamental role in resource management within Sts'ailes Traditional Territory and *Xa Xa Temexw*, the Province will provide Sts'ailes funding in accordance with Schedule 5 that may include the following:

- a) support for two students to complete initial Compliance and Enforcement Training at an appropriate institution for two (2) years;
- b) support for two Guardian Program Officers living allowances during two (2) years of training (\$15,000 each/year);
- c) sponsorship of a summer internship program with either the B.C. Conservation Officers, the Natural Resource Officers, or the Sts'ailes community;
- d) support for two Guardian Program Officers over three (3) years who will work on behalf of Sts'ailes to share information with visitors and undertake and observe and report function to support compliance monitoring; and
- e) support for the operating costs of the Guardian Program.

ARTICLE 12 – RELATIONSHIP AND IMPLEMENTATION AND ANNUAL LEADERSHIP FORUMS

12.1 Relationship and Implementation Forum.

The Parties agree to establish an intergovernmental Relationship and Implementation Forum, comprised of representatives appointed by each Party with the appropriate authority and technical support, as soon as practicable after the signing of this Agreement.

12.2 Relationship and Implementation Forum Terms of Reference.

The initial Terms of Reference for the Relationship and Implementation Forum is attached to this Agreement at Schedule 11. The Terms of Reference can be revised by the Parties on recommendation from the Relationship and Implementation Forum. For clarity the Terms of Reference can be revised without revising this Agreement.

The Relationship and Implementation Forum shall endeavor to carry out its mandate and responsibilities in a timely manner and in accordance with deadlines established by the Terms of Reference. However, if the Relationship and Implementation Forum is unable to meet deadlines because of unforeseen events, the Relationship and Implementation Forum and its members will not be penalized.

12.3 Relationship and Implementation Forum Meetings.

Wherever possible, operations of the Relationship and Implementation Forum will be conducted in accordance with Sts'ailes procedures, and meetings of the Relationship and Implementation Forum will take place on Sts'ailes territories at the invitation of Sts'ailes.

12.4 Relationship and Implementation Forum Short Term Actions.

Within three (3) months of the signing of this Agreement, the Relationship and Implementation Forum representatives will take the following actions:

- a) engage in mutual learning, as invited by Sts'ailes and financially supported by the Province, as to the role of Sts'ailes legal orders and decision-making procedures in the Relationship and Implementation Forum and dispute resolution;
- b) decide on a meeting schedule for the Relationship and Implementation Forum that would be at a minimum quarterly;
- c) develop workplans for the implementation of the Immediate Measures; and
- d) establish a timeline in Year 4 of this Agreement for seeking any necessary mandates to negotiate the Future Milestones.

12.5 Relationship and Implementation Forum Reporting.

The Relationship and Implementation Forum's annual reporting shall include:

- a) reporting on implementation of Immediate Measures;
- b) analysis and recommendations on whether Future Milestones need to be revised;

- c) information necessary for Sts'ailes and the Province to collaboratively evaluate the implementation of this Agreement and Future Milestones, and other information that Sts'ailes requests or that is required to meet the standard of free, prior and informed consent;
- d) whether the Agreement is consistent with evolving understandings and standards of reconciliation, Indigenous legal orders, consent, and the Declaration Act; and
- e) other matters as determined by the Relationship and Implementation Forum.

12.6 Relationship and Implementation Forum Reporting Compliance.

All reporting by the Relationship and Implementation Forum shall comply with any relevant requirements of Sts'ailes' Financial Administration Law.

12.7 Annual Leadership Forum.

The Parties agree to establish an Annual Leadership Forum, comprised of the Ministers of the signatory ministries or their appointed representatives; the Chief of Sts'ailes or an appointed representative, and Senior Representatives appointed by each Party, to meet annually to discuss the status of implementation, next steps, and any other relevant issues raised by the Parties as soon as practicable after the signing of this Agreement.

PHASE 2 – FUTURE MILESTONES TO ADVANCE RECONCILIATION

ARTICLE 13 – FUTURE NEGOTIATIONS

13.1 Future Negotiations.

The Parties acknowledge that the Future Milestones cannot be identified with as much detail as the Immediate Measures and that the Future Milestones may change through mutual agreement as circumstances and opportunities change, the Parties' relationship evolves, and the Declaration Act is implemented. As a result, the Parties will work together, through the implementation of this Agreement, to further define and negotiate the Future Milestones.

13.2 Future Milestones.

The topics in Sections 13.3 to 13.10 are not legally binding measures but instead reflect a commitment by the Parties to discuss these areas in future phases.

13.3 Justice and Governance.

The Parties commit to discussing the following over the Medium Term:

- a) adopting and implementing the Sts'ailes Constitution and the Sts'ailes Proclamation; and
- b) continuing with Nation to Nation negotiations, including concluding protocol agreements where possible with neighboring Nations.

13.4 Lands and Resource Management.

The Parties commit to discussing the following over the Medium Term:

- a) reviewing, adopting and implementing recommendations of the Archaeological, Anthropological, and Linguistics Research Project;
- b) continuing with the identification and implementation of Crown lands for transfer and or private lands for purchase under this Agreement;
- c) expanding the Land and Resource Management collaboration with provincial partners within Sts'ailes Traditional Territory and *Xa Xa Temexw*;
- d) implementing and maintaining the Guardian Program;
- e) exploring the adoption of a "Tribal Park" concept within Sts'ailes Traditional Territory and *Xa Xa Temexw*;
- f) exploring the co-management of fisheries and fish habitat;
- g) completing a slough enhancement project; and
- h) seeking clarity between British Columbia, Canada, and First Nation division of powers and authority with respect to fisheries.

13.5 Economic Development.

The Parties commit to discussing the following over the Medium Term:

- a) developing and drafting the Carbon Credits Project (Atmospheric Benefits Sharing Agreement);
- b) developing, drafting and implementing the Cultural Heritage Centre Project;
- c) researching and developing the Recreational Vehicle Park Project; and
- d) researching and developing the Grocery Store Project.

13.6 Health and Mental Health.

The Parties commit to discussing the following over the Medium Term:

- a) implementing and maintaining the *Letse'mot* Mental Health Strategy; and
- b) continuing to network, collaborate and cooperate with external mental health organizations, particularly on outreach and communications.

13.7 Language and Culture.

The Parties commit to discussing the following over the Medium Term:

- a) establishing the Language and Cultural Committee to oversee Language and Culture initiatives;
- b) hiring a Language and Culture Cultural Coordinator; and
- c) developing, drafting and implementing the Language Revitalization Project.

13.8 Education and Training.

The Parties commit to discussing the following over the Medium Term:

- a) identifying occupational skills and training needs at Sts'ailes Community School;
- b) accessing and implementing funding for occupational skills and training programs;
- c) completing a feasibility study for the Longhouse Replica Project and identifying potential sponsors; and
- d) hiring a Project Coordinator or Cultural Coordinator.

13.9 Protective Measures.

The Parties commit to exploring legislated and non-legislated tools and measures available to protect identified Sts'ailes heritage interests (e.g. village sites, transformer sites, and other interests with cultural, archaeological and recreation features) over the Medium Term. Legislated tools may include, but are not limited to, mechanisms set out in the *Forest Planning and Practices Regulation, Forest and Range Practices Act, Land Act, Heritage Conservation Act, Mineral Tenure Act, and Park Act* and any reform thereof. Non-legislated tools could include things such as a cultural lease or may be guided by *Snowoyelh* (traditional laws of everything) and *Si:wes* (Sts'ailes teachings).

13.10 Infrastructure.

The Parties commit to the following over the Medium Term:

- a) researching potential recreational infrastructure on LS8, Lhawathet and or 10 Mile Bay including full service RV bays and campgrounds with power, water, sewer and or sani-dump; and
- b) researching a dock and access road or generator at 10 Mile Bay.

ARTICLE 14 – FEDERAL PARTICIPATION

14.1 Federal Involvement.

The Province acknowledges that Sts'ailes and Canada are in early stage discussions regarding a potential Sts'ailes-Canada Agreement.

14.2 Need for Federal Engagement.

The Province acknowledges that the phased approach to reconciliation and long-term fulfilment of the purposes of this Agreement will require involvement by Canada.

14.3 Working with Canada.

The Province and Sts'ailes commit to seeking opportunities to work in partnership with Canada in later stages of the Sts'ailes-British Columbia Reconciliation Agreement, which could include trilateral or bilateral discussions with Canada.

OTHER MATTERS

ARTICLE 15 – COMING INTO EFFECT AND TERMINATION

15.1 Coming into Effect.

This Agreement comes into effect when the Parties have executed it and, where it has been executed in counterparts, on the date the last Party signing the Agreement executes it.

15.2 Termination.

This Agreement may be terminated in writing:

- a) by the Parties on a date mutually agreed on by the Parties;
- b) pursuant to Section 19.2; or

- c) at any time after the expiry of the term of the Immediate Measures as set out in Section 4.1 by either Party on notice to the other, provided that the concerns giving rise to the termination are first discussed by the Relationship and Implementation Forum and the Senior Representatives in accordance with the time frames set out in the dispute resolution process at Section 19.3.

ARTICLE 16 – CONDITIONS PRECEDENT

16.1 Sts'ailes Council Resolution.

Prior to the execution of this Agreement, Sts'ailes will deliver to the Province a resolution made by its elected Council approving this Agreement and authorizing Sts'ailes representatives named in the resolution to execute this Agreement on behalf of Sts'ailes.

16.2 Conditions Precedent to Parcel Transfer.

The obligation of the Province to transfer the Parcel to Sts'ailes under this Agreement is subject to:

- a) Sts'ailes being in compliance with its material obligations under this Agreement;
- b) the representations and warranties of Sts'ailes under this Agreement being true and correct on and up to the applicable Closing Date and continuing to be true and correct;
- c) the Province being satisfied that it has fulfilled any consultation obligations it may have with respect to assertions of Aboriginal rights to the applicable Parcel by First Nations other than Sts'ailes;
- d) the Parties reaching agreement on the Permitted Encumbrances applicable to the Parcel;
- e) the Parties reaching agreement on the location and size of Crown Corridors or statutory rights of way or easements required to address transportation routes, electrical and natural gas transmission infrastructure and water, sewage or other utility corridor requirements;
- f) the Province having completed where applicable, consultation with third parties who are entitled to the benefit of the Permitted Encumbrances, and local governments or governmental authorities and other stakeholders in order to determine the nature of their interest in the Parcel and the impact, if any, of the transfer of the Parcel on those interests;
- g) the Province having resolved any financial liability it may have, including third party claims for compensation;

- h) the Province having determined that the Parcel are not contaminated sites within the meaning of the *Environmental Management Act*;
- i) Sts'ailes reviewing the Environmental Reports and electing to proceed with the transfer of the Parcel pursuant to Section 6.2;
- j) legal surveys for the Parcel having been completed by the Province and approved in accordance with provincial law on or before the applicable Closing Date;
- k) agreement or contract in a form agreed to by Sts'ailes and Environment and Climate Change Canada that provides Environment and Climate Change Canada access through the Parcel and ability to maintain the cableway station ((08MG001), including the hydrometric meter in Chehalis River and associated infrastructure on the Parcel;
- l) the Province being satisfied that it has undertaken sufficient inter-ministry consultation with respect to the transfer of the Parcel, including obtaining Cabinet approval;
- m) the Province having given notice that the minister responsible has authorized the disposition of the Parcel in accordance with Provincial Law; and
- n) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province in any fiscal year, when any expenditure in respect of an obligation may be required, to make that expenditure.

16.3 Satisfaction of Conditions Precedent.

The Province will not be required to satisfy the conditions precedent under Section 16.2 until such time as Sts'ailes has notified the Province in writing that it is prepared to proceed with the transfer of the Parcel under this Agreement.

16.4 Waiver of Conditions Precedent.

The conditions precedent set out in Section 16.2 are for the sole benefit of the Province and may be waived by the Province on written notice to Sts'ailes.

ARTICLE 17 – STS'AILES ASSURANCES

17.1 Reconciliation Measures.

Sts'ailes acknowledges and agrees that the benefits provided to Sts'ailes, including the transfer of the Parcel, under this Agreement:

- a) constitute a component of any accommodation, including economic accommodation, or compensation that may be required for any impacts on Sts'ailes Section 35 Rights arising from Government Actions of the Province or Provincial Officials made before or after the Effective Date; and
- b) are a form of redress by the Province for the purposes of reconciliation and any final settlement that may be reached in the future regarding Sts'ailes' Section 35 Rights, including in connection with a civil claim seeking damages in relation to a declaration of Aboriginal title and infringement.

17.2 Sts'ailes health care centre.

Sts'ailes acknowledges and agrees that the \$2.494 million in funding provided by the Ministry of Health to Sts'ailes for the acquisition of land for a Sts'ailes-led primary health care centre is a contribution by the Province towards reconciliation with Sts'ailes.

17.3 Sts'ailes' Litigation.

In consideration for the benefits provided to Sts'ailes, including the transfer of the Parcel under this Agreement, as of the Effective Date Sts'ailes agrees to keep the existing Sts'ailes Litigation in abeyance for the term of the Immediate Measures.

17.4 Assurances in Relation to the Parcel.

Upon the applicable Closing Date in relation to the Parcel, Sts'ailes will:

- a) release and discharge the Province and all Provincial Officials from all claims with respect to the Province's obligation to consult and, where appropriate, accommodate in respect of the transfer of the Parcel to the Designated Company and any Permitted Encumbrances in respect of the Parcel;
- b) release and discharge the Province and all Provincial Officials from all claims of infringement of its Section 35 Rights in respect of the Parcel and any applicable Permitted Encumbrances; and
- c) acknowledge that the Province has fulfilled all obligations it may have to provide Sts'ailes with financial or economic accommodation, economic or other benefits including lands, capacity funding, and payments or compensation of any kind whatsoever that may be required with respect of the transfer of the Parcel to the Designated Company and any Permitted Encumbrances in respect of the Parcel.

17.5 Good Faith.

The Parties agree to act in good faith in the negotiation and implementation of the Agreement.

ARTICLE 18 – REPRESENTATIONS AND WARRANTIES

18.1 Sts'ailes Representations.

Sts'ailes represents and warrants to the Province, with the intent and understanding that they will be relied on by the Province in entering into this Agreement, that:

- a) it enters into this Agreement for, and on behalf of, its *Xwelmexw te Sts'ailes*;
- b) its *Xwelmexw te Sts'ailes* have provided it with a mandate to negotiate this Agreement;
- c) it, as represented by its Chief and Council, has the legal power, capacity, and authority to enter into and to carry out its obligations under this Agreement on behalf of Sts'ailes and its *Xwelmexw te Sts'ailes*;
- d) any company designated by Sts'ailes for the purposes of this Agreement will be a Designated Company;
- e) any Designated Company has the legal power, capacity, and authority to enter into and to carry out its obligations under each agreement and transaction to which it is a party in accordance with this Agreement; and
- f) the Province has fulfilled its obligation to consult with Sts'ailes in relation to the transfer of the Parcel to a Designated Company and the Permitted Encumbrances on the Parcel.

18.2 Provincial Representations.

The Province represents and warrants to Sts'ailes, with the intent and understanding that they will be relied on by Sts'ailes in entering into this Agreement, that:

- a) it has the legal power, capacity and authority to enter into this Agreement; and
- b) on satisfaction or waiver of the conditions precedent under Section 16.2 it will have the legal power, capacity and authority to transfer the fee simple title to the Parcel to a Designated Company as contemplated by this Agreement.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 Issue Resolution.

The Parties will endeavor to resolve issues and disputes which may arise regarding the negotiation or implementation of this Agreement and future agreements in a manner that fosters an improved, ongoing, open, and respectful government to government relationship. The Parties agree to engage in mutual learning to address their differences in a spirit of *Uy Shqwaluwun* (good mind, good heart).

19.2 Termination following Dispute Resolution.

This Agreement may be terminated by mutual agreement of the Parties, or by the Province or Sts'ailes, after following the dispute resolution processes under Sections 19.3 if:

- a) a Party intends to allege that the other Party has or will default on its material obligations under this Agreement such that the defaults alleged would give rise to a right of the non-defaulting Party to treat this Agreement as terminated either in whole or in part; or
- b) a Party is of the view that a significant dispute exists related to the negotiations contemplated under this Agreement after the Party has attempted to resolve the matter through dispute resolution as set out in Section 19.3.

19.3 Dispute Resolution.

The Parties will resolve disputes through the following process:

- a) A Party intending to initiate a dispute resolution process will provide a written notice to the Relationship and Implementation Forum that sets out the particulars of the dispute (the “**Dispute Notice**”), its perspectives on the dispute, any attempts to resolve the dispute, and any proposed options for resolution.
- b) The Relationship and Implementation Forum will meet within 10 Business Days of receiving the Dispute Notice to discuss and attempt to resolve the dispute.
- c) If the Relationship and Implementation Forum has not resolved the dispute within 20 Business Days of receiving the Dispute Notice, the Relationship and Implementation Forum will arrange a meeting with the Senior Representatives, unless the Relationship and Implementation Forum agrees to extend the timeline.
- d) If the Senior Representatives have not resolved the dispute within 30 Business Days of receiving the Dispute Notice, the Relationship and

Implementation Forum will arrange a meeting with the appropriate Minister(s) and Sts'ailes leadership or their designates, unless the Provincial and Sts'ailes Senior Representatives agree to extend the timeline.

- e) All efforts must be made for any dispute resolution meetings between the Parties to take place on Sts'ailes territory, at the invitation of Sts'ailes. At any point in the dispute resolution process, Sts'ailes may elect to conduct meetings according to Sts'ailes procedures, including but not limited to: setting the table and sharing a meal together; inviting Elders to be present and provide guidance; calling speakers and witnesses; or other remedies that may be required to re-establish good relations between the Parties.
- f) The Province agrees to follow dispute resolution procedures conducted by Sts'ailes in Sts'ailes territory.
- g) If the Minister(s) and Sts'ailes leadership or their designates are unable to resolve the dispute, the Parties may jointly agree to refer the dispute to mediation. The intention of mediation is for the mediator to make a non-binding recommendation to the Parties.
- h) The mediator will be jointly appointed by the Parties. If the Parties cannot agree on the appointment of a mediator in a timely manner, the Parties will request appointment to be made from a roster made up of mediators from a list previously agreed upon by the Relationship and Implementation Forum.
- i) Each Party will bear its own costs of the mediation and the Parties will share the cost of the mediation equally.
- j) For clarity, the Province will not suspend the transfer or provision of any outstanding land, cash or other benefit to Sts'ailes under this Agreement before this dispute resolution process has been exhausted and the Agreement terminated in accordance with Section 15.2.

ARTICLE 20 – GENERAL

20.1 No Admissions.

Nothing in this Agreement will be construed:

- a) as an admission by the Province of the validity of any claim by Sts'ailes to a specific Section 35 Right; or
- b) as an acknowledgment by the Province that it has an obligation to provide financial or economic accommodation to Sts'ailes.

20.2 Not a Treaty.

The Agreement will not:

- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act*, 1982; or
- b) recognize, affirm, define, deny, limit or amend any Section 35 Right or any responsibilities of the Parties except as expressly set out therein.

20.3 Execution in Counterpart.

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

20.4 Time.

The Parties agree time is of the essence. The Province acknowledges that the benefits and steps towards reconciliation set out in this Agreement are overdue for Sts'ailes and that results need to be demonstrated promptly.

ARTICLE 21 – NOTICE

21.1 Notices.

Any notice, document, statement, report, demand or grant that any Party may be required or may desire to give to any other Party under this Agreement must be in writing, unless otherwise specified in this Agreement, and will be deemed validly given to and received by the addressee, if served personally, on the date of personal service or, if delivered by mail, e-mail, or facsimile copier, when received as follows

if to the Province:

Negotiator – South Coast
Negotiations and Regional Operations
Ministry of Indigenous Relations and Reconciliation
Suite 200 – 10470 152 Street
Surrey, B.C. V3R 0Y3
Telephone: (250) 739 8280
Fax No: (604) 582-5281

if to Sts'ailes:

Attention: Chief
CC: Chief Negotiator

Sts'ailes
4690 Salish Way
Agassiz, B.C. V0M 1A1
Telephone: (604) 796-2116
Fax No: (604) 796-3946

21.2 No Fettering.

Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

21.3 Change of Address.

A Party may, from time to time, give notice to the other Party of any change of address, email address or facsimile number of the Party giving such notice and after giving such notice, the address, email address or facsimile number will, for purposes of this Agreement be conclusively deemed to be the address, email address or facsimilie number of the Party giving such notice.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below:

Signed on behalf of Sts'ailes by its
authorized signatory



Chief Ralph Leon



Witness



Councillor Boyd Peters



Councillor Chadley Paul



Councillor Cheryl Charlie

Councillor Daryl Francis



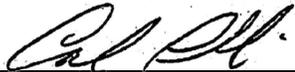
Councillor Kelsey Charlie Sr.



Councillor Sherry Point



Councillor Timothy Felix



Councillor Carla Charlie



Councillor Sherylynn Crispin

February 28, 2022

Date



Honourable Murray Rankin
Minister of Indigenous Relations and
Reconciliation



Witness

February 28, 2022

Date

Signed on behalf of Her Majesty the Queen
In Right of the Province of British Columbia
by the Minister Forests, Lands, Natural
Resources Operations, and Rural
Development



Honourable Katrine Conroy
Minister of Forests, Lands, Natural
Resource Operations and Rural
Development



Witness

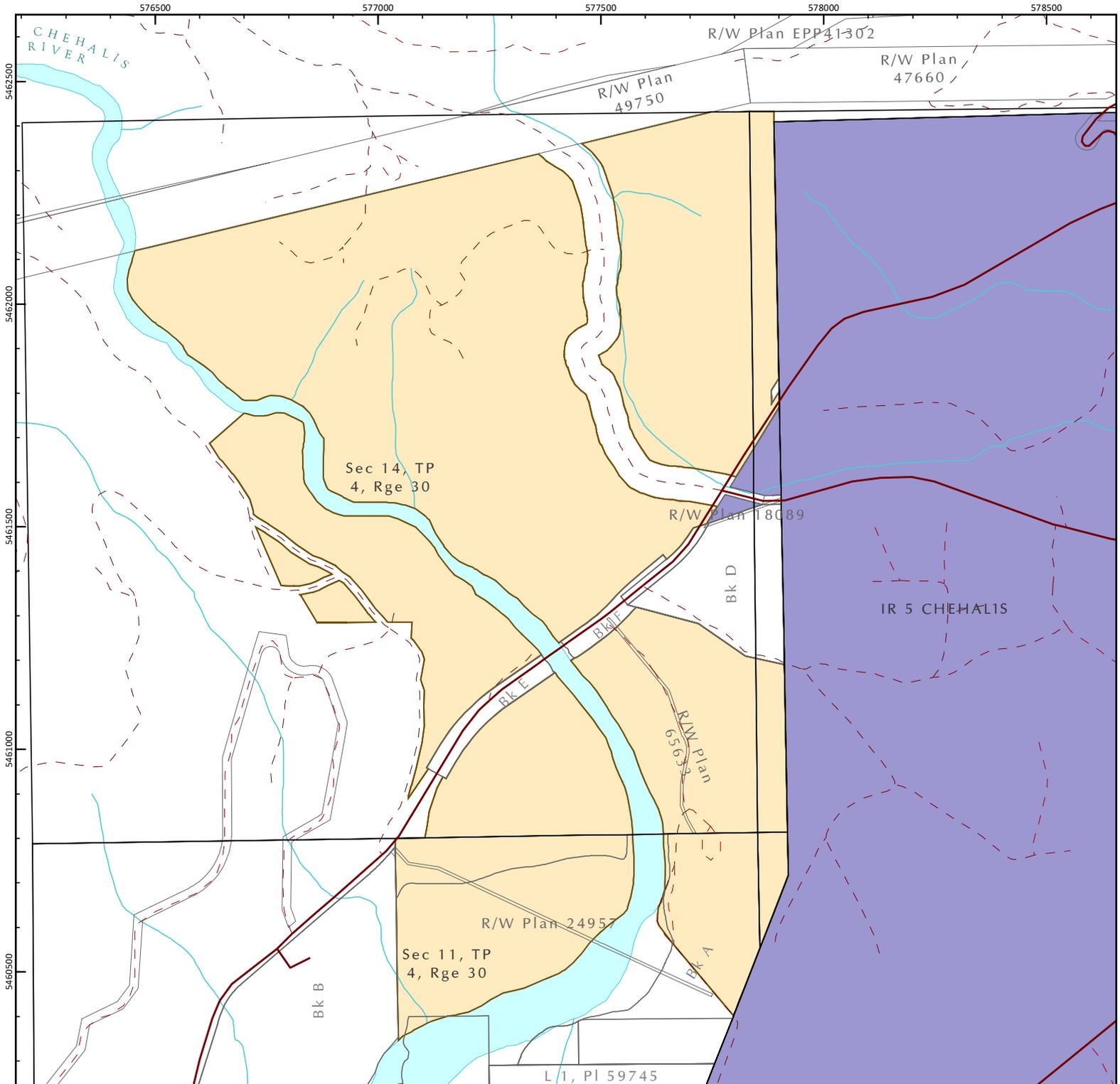
February 28, 2022

Date

SCHEDULE 1 – Map of Chehalis River Parcel for Illustrative Purposes

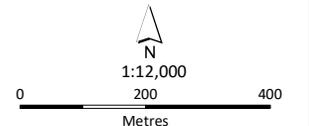
Sts'ailes/British Columbia Reconciliation Agreement

Schedule 1 - Chehalis River Parcel



- Chehalis River Parcel
- Sts'ailes Indian Reserve

- Survey parcel
- Transportation**
- Road (paved)
- Road (unpaved)



LANDS SHOWN ON THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF AGREEMENT LANDS WILL BE DETERMINED BY SURVEY.

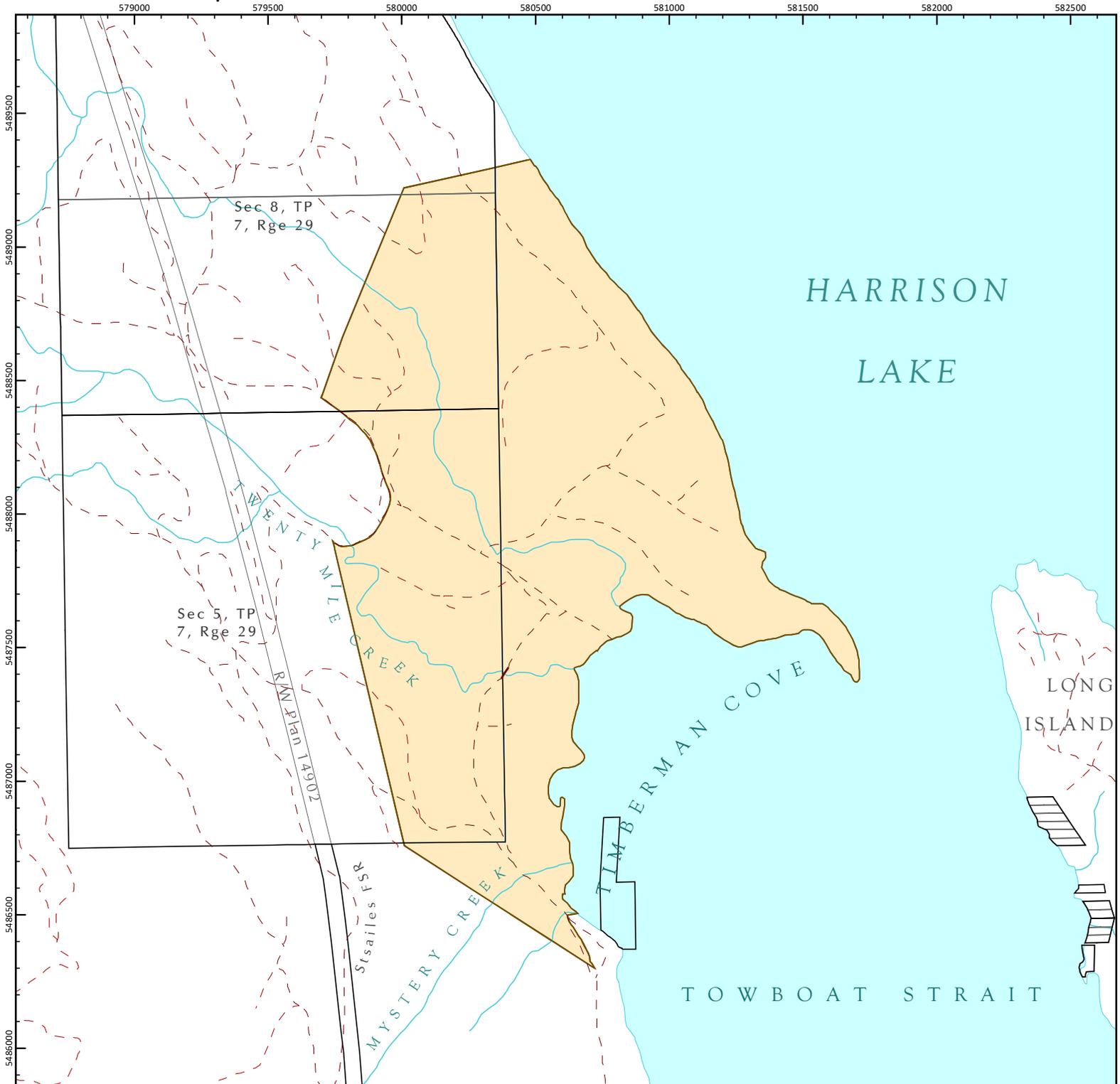
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land Title District: New Westminster
 BCGS Mapsheet No.: 92H.031, 92H.021
 Projection: NAD 1983 UTM Zone 10N

Schedule 1

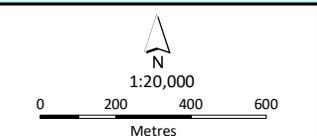
SCHEDULE 2 – Map of St'epsum Parcel for Illustrative Purposes

Sts'ailes/British Columbia Reconciliation Agreement

Schedule 2 - St'epsum Parcel



- St'epsum Parcel
- Sts'ailes Indian Reserve
- Survey parcel
- Transportation**
- Road (paved)
- Road (unpaved)



LANDS SHOWN ON THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF AGREEMENT LANDS WILL BE DETERMINED BY SURVEY.

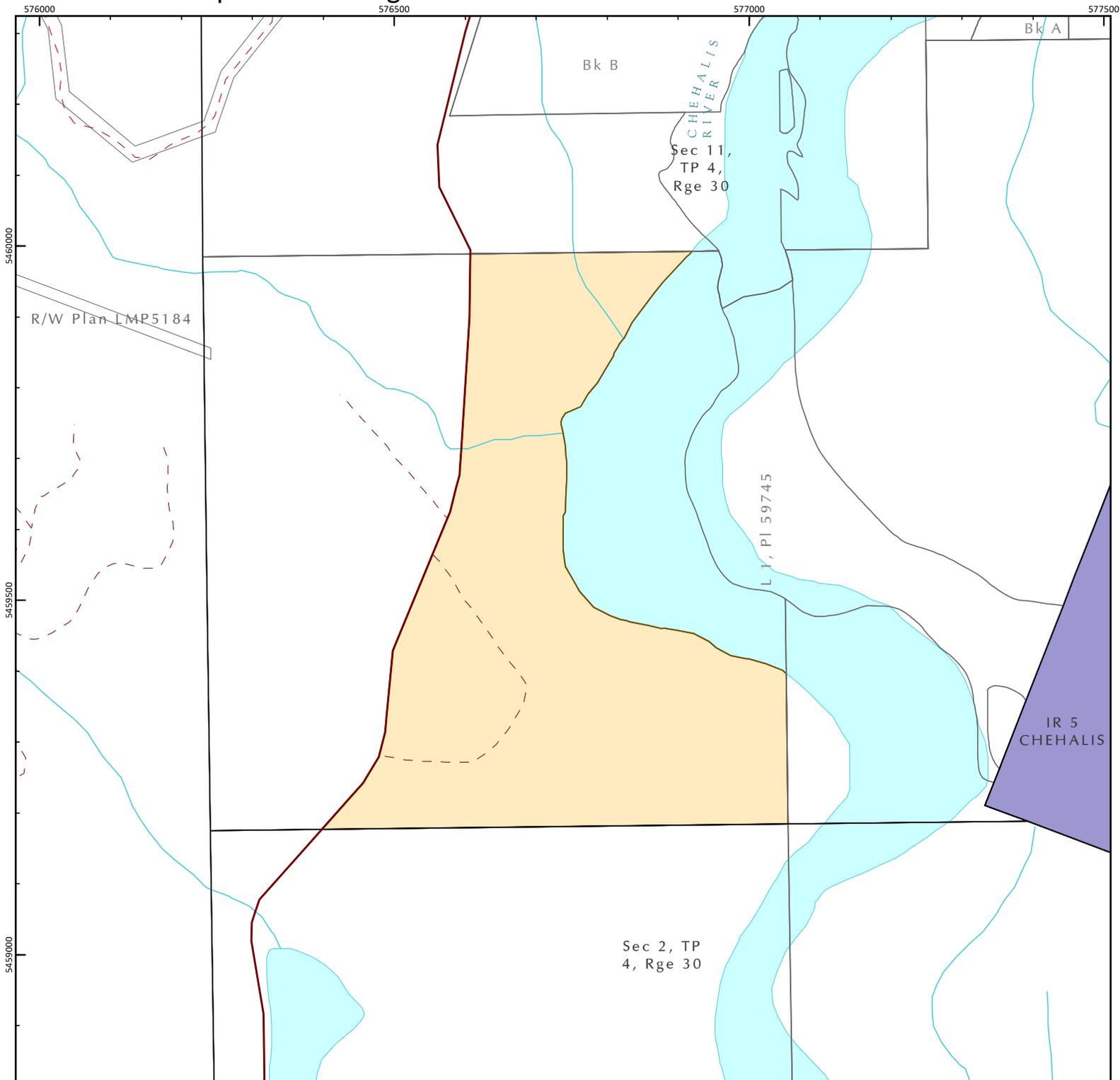
Cadastre derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land Title District: New Westminster
 BCGS Mapsheet No.: 92H.051
 Projection: NAD 1983 UTM Zone 10N

Schedule 2

SCHEDULE 3 – Map of Sasquatch Crossing Parcel for Illustrative Purposes

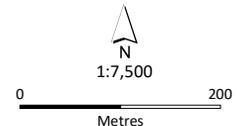
Sts'ailes/British Columbia Reconciliation Agreement

Schedule 3 - Sasquatch Crossing Parcel



- Sasquatch Crossing Parcel
- Sts'ailes Indian Reserve

- Survey parcel
- Transportation**
 - Road (paved)
 - Road (unpaved)



LANDS SHOWN ON THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF AGREEMENT LANDS WILL BE DETERMINED BY SURVEY.

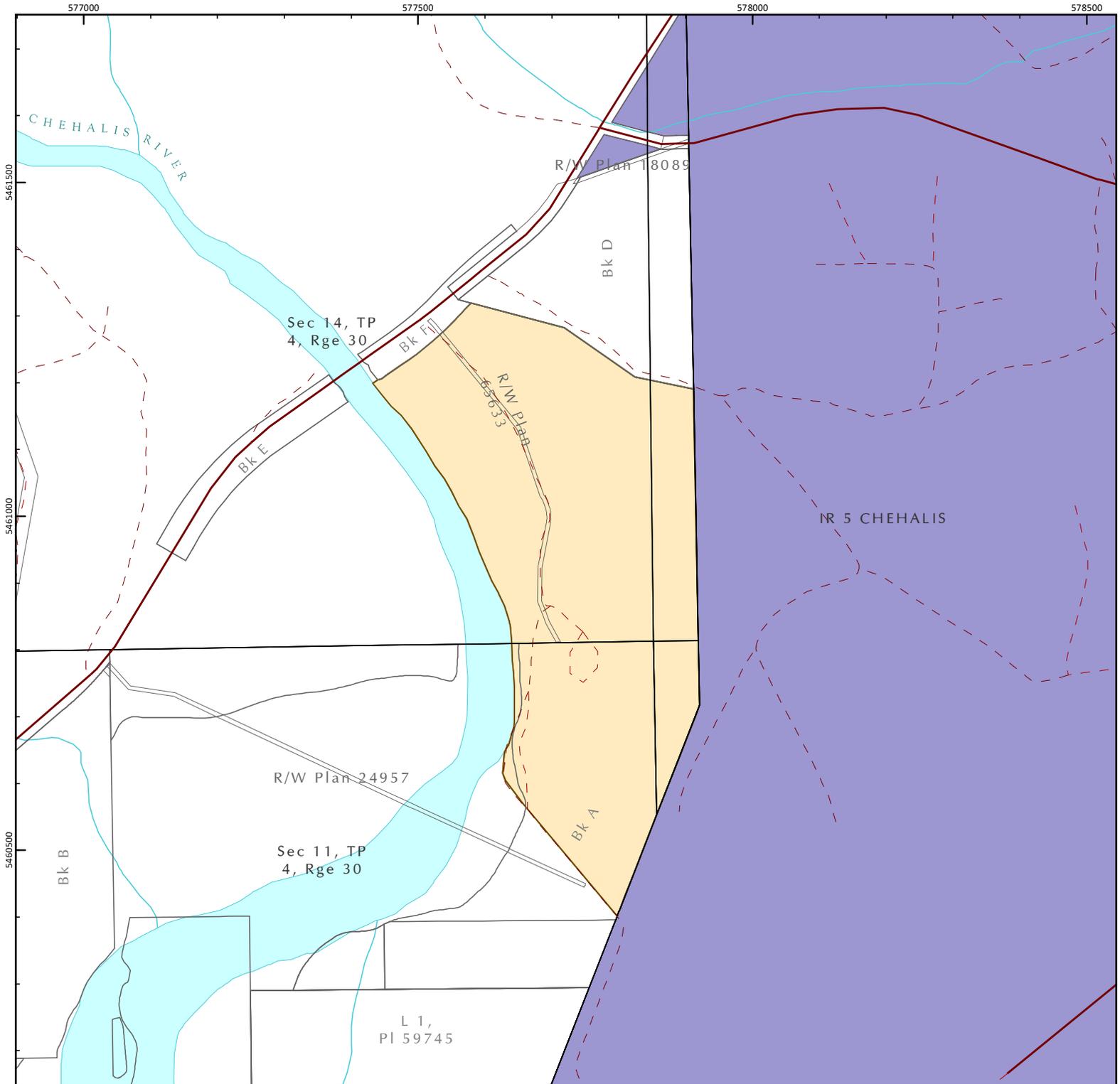
Cadastre derived from Crown Land Registry Services and Land Title Office
Base map derived from 1:20,000 BC provincial base data
Land Title District: New Westminster
BCGS Mapsheet No.: 92H.021
Projection: NAD 1983 UTM Zone 10N

Schedule 3

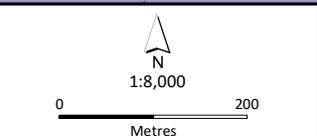
SCHEDULE 4 – Map of Lhawathet Lalem Parcel for Illustrative Purposes

Sts'ailes/British Columbia Reconciliation Agreement

Schedule 4 - Lhawathet Lalem Parcel



- | | |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
|  Lhawathet Lalem Parcel |  Survey parcel |
|  Sts'ailes Indian Reserve | Transportation |
| |  Road (paved) |
| |  Road (unpaved) |



LANDS SHOWN ON THE MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. THE DEFINITIVE BOUNDARIES OF AGREEMENT LANDS WILL BE DETERMINED BY SURVEY.

Cadastré derived from Crown Land Registry Services and Land Title Office
 Base map derived from 1:20,000 BC provincial base data
 Land Title District: New Westminster
 BCGS Mapsheet No.: 92H.021
 Projection: NAD 1983 UTM Zone 10N

Schedule 4

SCHEDULE 5 – Provincial Funding

1.1. **Funding Commitment.** Subject to sections 1.1, 1.2 and 1.3, the Province intends to make the following funding contributions to Sts'ailes under this Agreement:

Province Contributions	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Annual Payment					
1. Justice Initiatives Funding	0.135	0.135	0.135	0.135	0.135
2. Economic Development Funding includes: - Management of Rec Sites -Other economic development initiatives	0.273	0.245	0.210	0.210	0.210
3. Governance, Decision-making, and Land Management Funding includes: -Collaborative stewardship studies -Governance-building -Guardian program	0.311	0.209	0.073	0.073	0.073
4. Negotiation Capacity and Implementation Funding includes:	0.340	0.365	0.380	0.355	0.355

Province Contributions	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
-Salaries to implement initiatives in funding categories 1,2 and 3 -Administrative support and training					
Annual Payment Subtotal	1.059M	0.954M	0.798M	0.773M	0.773M

1.2. First Fiscal Year.

The Province will provide funding to Sts'ailes in the amounts set out in Phase 1 for the 2021-2022 Fiscal Year as soon as practicable after the Effective Date of this Agreement.

1.3. Subsequent Fiscal Years and Annual Report.

The Province will provide funding to Sts'ailes in the amounts set out in Phase 1 for each subsequent Fiscal Year on or after April 1st of that subsequent Fiscal Year subject to Sts'ailes having provided the Province with a report on or before March 1st of each year of the term of the Immediate Measures 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.

1.4. Provision of Provincial Funds.

The obligation of the Province to make any payments to Sts'ailes under this Agreement in any Fiscal Year is subject to:

- a) there being sufficient monies available in 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 6 – Permitted Encumbrances

Permitted Encumbrances Applicable to the Chehalis River Parcel

- Easement for Water License C118763 including associated works
- Easement for Water License C112998 including associated works
- Easement for Water License F042073 including associated works
- Statutory Right of Way for Ancillary Rights, in favour of BC Hydro, to be in a form agreed to by Sts'ailes and BC Hydro
- Distribution Right of Way Agreement in favour of BC Hydro and Telus to be in a form agreed to by Sts'ailes, BC Hydro and Telus.
- All other liens, charges, and encumbrances granted by the Province with the prior written consent of Sts'ailes prior to the Closing Date
- All exceptions and reservations in s. 50 of the *Land Act*

SCHEDULE 7 – Designated Company Agreement

This Agreement is dated for reference _____, 2022.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Indigenous Relations and Reconciliation and the Minister of Forests, Lands, Natural Resource Operations and Rural Development [address]

(the “Province”)

AND:

_____, a company incorporated under the laws of British Columbia and having its principle place of business at [address]

(the “Designated Company”)

(collectively referred to as the “Parties” and individually referred to as a “Party”)

WHEREAS:

A. The Province and the Sts’ailes First Nation have entered into an agreement dated _____ (the “Reconciliation Agreement”) pursuant to which the Province will transfer to the Designated Company fee simple title to those lands legally described as:

[Insert Legal Description of lands]

(the “Lands”)

B. The Sts’ailes First Nation and the Designated Company have agreed that, as a condition of the transfer of the Lands, the Designated Company will execute and deliver this Agreement on the terms set out below.

NOW THEREFORE the Province and the Designated Company agree as follows:

1. **Defined Terms.** The terms “Province” and “Sts’ailes First Nation” and any other capitalized terms used in this Agreement and defined in the Reconciliation Agreement will have the meaning given to those terms in the Reconciliation Agreement.

2. **Environmental Condition.** The Designated Company waives the requirement, if any, of the Province to provide a site profile as defined in the *Environmental Management Act* in connection with its acquisition of the Lands.

3. RA Binding. Without limiting the generality of the foregoing, the terms of the Reconciliation Agreement relating to the Lands which are for the benefit of the Province are legally binding on the Designated Company as if the Designated Company was a party to the Reconciliation Agreement, including, without limitation, s. 18.1 and s. 7.7 of the Reconciliation Agreement

4. Enforcement of RA. The Province may, in its sole discretion, enforce any term or condition of the Reconciliation Agreement, including any obligation, covenant or indemnity of the Sts'ailes First Nation, against the Designated Company or the Sts'ailes First Nation or both of them.

5. Legal Advice. The Designated Company acknowledges that it has had full opportunity to review the terms and conditions of this Agreement and the Reconciliation Agreement, a copy of which is attached as Schedule A, and to seek independent legal advice with respect to their terms and conditions.

6. Entire Agreement. This Agreement is the entire agreement between the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement. The Schedules and Appendices to this Agreement form part of this Agreement.

7. Further Acts and Assurances. The Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

8. No Implied Waiver. Any waiver of:

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

will 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.

9. Successors. This Agreement will enure to the benefit of and be binding on the Designated Company and its successors and the Province.

10. **No Admissions.** Nothing in this Agreement will be construed as an:

- a) admission by the Province of the validity of any claim by the Sts’ailes First Nation to a specific treaty right or Aboriginal right or title within the meaning of section 35 of the *Constitution Act*, 1982; or
- b) acknowledgment by the Province that it has an obligation to provide financial or economic accommodation to the Sts’ailes First Nation.

11. **Not a Treaty.** This Agreement does not:

- a) constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act*, 1982 (Canada); or
- b) recognize, affirm, define, deny, limit or amend any Aboriginal rights or title or any responsibilities of the Parties except as set out in this Agreement.

12. **No Fettering.** Nothing in this Agreement will be interpreted in a way that fetters the discretion given to any Provincial Official in an enactment.

13. **Amendment.** This Agreement may be amended from time to time by the Parties in writing.

14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

15. **Execution in Counterpart.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile transmission.

Signed by the Designated Company as of _____, 20__ by:

[Name of Company]

Per: Authorized Signatory

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA by the Minister of Indigenous Relations and Reconciliation and Minister of Forests, Lands, and Natural Resource Operations and Rural Development or the Minister's authorized representative as of _____, 20_____:

Minister of Indigenous Relations and Reconciliation
or the Minister's authorized representative

Minister of Forests, Lands, Natural Resource Operations and Rural Development
or the Minister's authorized representative

SCHEDULE 9 – Consent in relation to Property Transfer Tax Matters

TO WHOM IT MAY CONCERN:

1. Section 8.1(d) of the Reconciliation Agreement (the “Agreement”) among Sts’ailes First Nation, the Ministry of Forests, Lands and Natural Resource Operations and Rural Development, and the Ministry of Indigenous Relations and Reconciliation (the “Province”), dated [_____], provides that the Province is responsible for property transfer tax payable under the *Property Transfer Tax Act*, RSBC 1996, c. 378 in relation to the transfer of land under the Agreement (the “Property Transfer Tax”).

1. In the event that:

a. an exemption from Property Transfer Tax is not enacted prior to the date on which payment of that tax is due, or

b. the Province pays the Property Transfer Tax,

then _____ hereby
name of designated company

c. authorizes the Ministry of Finance and the Ministry of Indigenous Relations and Reconciliation to deal directly with one another in regard to all matters relating to the Property Transfer Tax, and

d. agrees that if there is any refund payable in respect of the Property Transfer Tax paid by the Province, then the amount of that refund may be retained by the Province.

Executed on the _____ day of _____, 2022.

Signature of the duly authorized signatory for the [name of Designated Company]

Name and Title (please print)

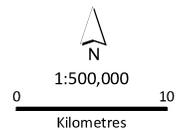
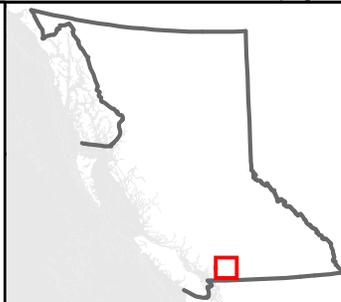
SCHEDULE 10 – Sts'ailes Traditional Territory

Sts'ailles / British Columbia Reconciliation Agreement

Schedule 10 - Sts'ailles Territory



 Sts'ailles Territory



Base map derived from 1:2500,000 NTS BC provincial base data

Schedule 10
Sts'ailles Territory

SCHEDULE 11 – Relationship and Implementation Forum Terms of Reference

1. BACKGROUND

Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Indigenous Relations and Reconciliation and the Minister of Forests, Lands and Natural Resource Operations and Rural Development (the “**Province**”) and Sts’ailes (collectively, the “**Parties**”) have entered into a Reconciliation Agreement with the effective date of _____ (the “**Reconciliation Agreement**”). The Province and Sts’ailes have established a Relationship and Implementation Forum (“**RIF**”) to support the implementation of the Reconciliation Agreement.

These terms of reference (“**TOR**”) provide the terms applicable to the RIF.

2. GUIDING PRINCIPLES

The RIF shall be guided by the following principles in carrying out its mandate:

- (a) Sts’ailes *Snowoyelh* (traditional laws of everything) and *Si:wes* (Sts’ailes teachings), including Sts’ailes’ Origin Story, which is included in the Reconciliation Agreement;
- (b) The Seven Laws of Life:
 - (i) **Health**: This refers to being balanced in spiritual, mental, physical and emotional aspects of life. If we take care of ourselves in those four ways we can achieve optimal health. Even in sickness or illness, we can still live a healthy balanced life. It is simply a matter of taking care of oneself.
 - (ii) **Happiness**: Happiness is a state of mind – it is a healthy place of mind.
 - (iii) **Generosity**: We must give without expecting anything in return. We must help those in need.
 - (iv) **Generations**: We must always keep the seven generations of our past and seven generations of our future in mind when we make decisions on behalf of our communities. We must keep the seven laws of life intact and ensure the sacred agreement is remembered for generations to come.
 - (v) **Humility**: Humility means that we must remember that we are not bigger or better than anyone or any other being. Humility takes practice and often times patience.
 - (vi) **Understanding**: Understanding is being okay with how things are or how things turn out. For instance, one may not agree with

something, but to reach for understanding is a first step in building healthy relationships.

- (vii) **Forgiveness:** Forgiveness begins with me and no others. It is an internal experience.
- (c) *Letsemot* (one heart, one mind, one spirit);
- (d) Reciprocal accountability; and
- (e) Acknowledgement that reconciliation is a living process.

3. MANDATE AND AUTHORITY

The RIF shall carry out its responsibilities pursuant the mandate of *Iwesteleq*. The general translation for “*Iwesteleq*” is to say “we are living our teachings”. The word “*iwes*” refers to “teachings”, which refers to Sts’ailes traditions, beliefs, and principles. The addition of “*teleq*” adds to the word “*iwes*” to indicate that we are fulfilling our traditions, beliefs and principles through our actions.

The RIF will have the responsibility to, without limitation, to carry out the following objectives:

- (a) Oversee the implementation of the Reconciliation Agreement, including:
 - (i) Acting as a steward of the Reconciliation Agreement and ensure its implementation to the satisfaction of the Parties;
 - (ii) Reporting annually to the Parties on implementation of this Agreement;
 - (iii) Providing for open, consistent and meaningful sharing of information in the spirit of collaboration and good faith by the Parties including information requested by Sts’ailes regarding land use in Sts’ailes Traditional Territory and *Xa Xa Temexw* and regarding *Xwelmexw te Sts’ailes*;
 - (iv) Addressing issues and resolving disputes, should they arise, in accordance with Article 19 of the Reconciliation Agreement; and
 - (v) Supporting meaningful engagement of Sts’ailes on referrals.
- (b) Advance future aspirations for future phases of the Reconciliation Agreement, including:
 - (i) Defining and exploring Future Milestones on an ongoing basis;
 - (ii) Seeking the necessary mandates for future negotiations;

- (iii) Advancing the goals of mutual learning and shared decision-making in future Agreement phases between Sts'ailes legal orders and provincial law;
- (iv) Reviewing this Agreement periodically, as agreed to by the Parties, to ensure consistency with evolving understandings and standards of reconciliation, Indigenous legal orders, consent, and the Declaration Act and make recommendations for amendments as needed;
- (v) Identifying future opportunities for land restitution and reconciliation measures; and
- (vi) Identifying ways in which the Province can support Sts'ailes in matters involving Canada and priorities for potential future tripartite agreements between the Parties and Canada.

4. MEMBERSHIP AND STRUCTURE

The membership of the RIF shall include one Co-leader from each of the Province and Sts'ailes.

The Co-leaders shall have the appropriate authority to carry out the mandate of the RIF. Co-leaders from both the Province and Sts'ailes should be at the director or manager level.

The Co-leaders shall serve for the term of the Immediate Measures.

5. APPOINTMENT, REMOVAL AND RESIGNATION OF CO-LEADERS

The appointed Co-leaders must be acceptable to both Parties and the Parties shall appoint Co-leaders by consensus.

The Co-leaders shall serve until the ending of their term, they resign, are removed by the Parties, or are no longer in good standing, have the required authority to be a Co-leader, or are duly employed by their employer, either being Sts'ailes or the Province.

A Co-leader may be removed by the Parties in writing on a date mutually agreed upon by the Parties.

A Co-Leader may resign upon providing one (1) month written notice of such resignation to the Parties.

6. MEETING PROCEDURES AND PROTOCOL

The RIF will meet regularly on a quarterly basis to carry out its work and may hold special meetings as required. The Co-leaders will prepare an agenda no less than fourteen (14) calendar days in advance of each meeting and will provide all relevant materials to the RIF in advance of each meeting with adequate time for review. In the

event of emergency issues or matters that arise unexpectedly and require discussion, the Co-leaders will endeavor to inform the RIF as quickly as possible of the issue, and a Co-leader may add the matter to the agenda within the required fourteen (14) calendar days of advanced preparation.

The quorum for any meeting of the RIF is both Co-leaders and at least one additional support staff of the RIF. The support staff of the RIF are responsible for keeping minutes of each RIF meeting and will circulate minutes to the RIF within five (5) business day after the RIF meeting.

In organizing and carrying out its meetings, the RIF shall have special regard to operating in accordance with the Reconciliation Agreement, Section 12.3.

7. DISPUTE RESOLUTION

The RIF is responsible for part of the dispute resolution process under Article 19 of the Reconciliation Agreement. The Co-leaders do not have to prepare an agenda in advance of RIF meetings held as part of the dispute resolution process, but otherwise, RIF meetings held as part of the dispute resolution process are subject to the same procedures and protocols as set out in Section 6 of this TOR.

8. DECISION MAKING AND RECOMMENDATIONS

The members of the RIF will endeavour to make decisions and recommendations by consensus and as informed by their mandate and the guiding principles, particularly, in the spirit of *Letsemot* (one heart, one mind, one spirit). If consensus is not reached, the issues will proceed to the dispute resolution process beginning at Section 19.5(c) of the Reconciliation Agreement.

9. REPORTING

The RIF shall prepare an annual report ("**RIF Report**") to be delivered to the Parties before October 1 of each year, which shall include the topics set out in section 12.5 of the Reconciliation Agreement.

The RIF Report shall also be provided to the Annual Leadership Forum by the RIF at least thirty (30) calendar days in advance of the Annual Leadership Forum meeting.

10. AMENDMENT

These TOR will take effect on effective date of the Reconciliation Agreement and may be amended by the Parties on recommendation from the RIF.

If the RIF is unable to meet deadlines because of unforeseen events, the RIF and RIF members will not be penalized.

SCHEDULE 12 – Map of Recreation Site

