T'it'q'et Traditional Council Interim Agreement on Forest & Range Opportunities (the "Agreement")

Between:

T'it'q'et Traditional Council (Titqet First Nation DIAND #593)

As represented by Tribal Chief Mike Leach and Council ("T'it'q'et")

And

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

As represented by the Minister of Forests and Range

("British Columbia")

(collectively the "Parties")

Whereas:

- A. British Columbia and the St'at'imc, which includes T'it'q'et, entered into a Protocol Agreement, dated for reference June 7, 2004, to establish a forum and process through which government-to-government discussions and negotiations are to occur (the "Protocol").
- B. British Columbia and First Nations Leadership Council, representing the Assembly of First Nations BC Region, First Nations Summit, and Union of BC Indian Chiefs ("Leadership Council") have entered into a New Relationship in which they are committed to reconciliation of Aboriginal and Crown titles and jurisdiction, and have agreed to implement a government-to-government relationship based on respect, recognition and accommodation of Aboriginal title and rights.
- C. This Agreement is in the spirit and vision of the Protocol and the "New Relationship".
- D. Work is underway regarding the implementation of the New Relationship and that this Agreement may need to be amended in the future to reflect the outcomes of that work.

- E. This is an interim agreement with longer-term consultation and accommodation issues being discussed through the St'at'imc-BC Government to Government Protocol Table.
- F. T'it'q'et has a relationship to the land that is important to its culture and the maintenance of its community, governance and economy.
- G. T'it'q'et exercises Aboriginal Interests within its Traditional Use Area, which is within the St'at'imc Traditional Territory.
- H. The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development within the Traditional Use Area.
- I. References in this Agreement to Crown Lands are without prejudice to T'it'q'et's Aboriginal title and/or rights claims over those lands, as part of St'at'imc or otherwise.
- J. British Columbia intends to consult and to seek an Interim Accommodation with T'it'q'et on forest and/or range resource development activities proposed within the T'it'q'et Traditional Use Area that may lead to the infringement of T'it'q'et's Aboriginal Interests.
- K. T'it'q'et intends to participate in any consultation with British Columbia or a Licensee, in relation to forest and/or range resource development activities proposed within T'it'q'et's Traditional Use Area, that may lead to an infringement of T'it'q'et's Aboriginal Interests. Through the St'at'imc Chiefs Council (SCC), T'it'q'et intends to participate in any consultation with British Columbia or a Licensee in relation to forest and/or range resource development activities proposed for the broader St'at'imc Traditional Territory, which may lead to an infringement of T'it'q'et's Aboriginal Interests.
- L. British Columbia and T'it'q'et wish to resolve issues relating to forest and/or range resource development where possible through negotiation as opposed to litigation.

Therefore the Parties agree as follows:

1.0 **Definitions**

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

1.1 "Operational Decision" means a decision that is made by a person with respect to the statutory approval of an Operational Plan that has potential effect in T'it'q'et's Traditional Use Area.

- 1.2 "Operational Plan" means a Forest Development Plan, Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan that has a potential effect in T'it'q'et's Traditional Use Area.
- 1.3 "Aboriginal Interests" means aboriginal rights and/or aboriginal title of T'it'q'et or of the St'at'imc in the Traditional Use Area.
- 1.4 "Administrative Decision" means one or more of the following decisions made by a person under forestry legislation.
 - The making, varying, or postponing of Allowable Annual Cut determinations (AAC) for a Timber Supply Area or a Forest Tenure;
 - The issuance, consolidation, subdivision, amendment or boundary adjustment of a Forest Tenure or a Range Tenure;
 - The adjustment of Animal Unit Months in a Range Tenure;
 - The extension of the term of, or replacement of a Forest and/or Range Tenure;
 - The disposition of volumes of timber arising from undercut decisions on Forest Tenure;
 - The conversion of a Forest Tenure to a different form of Forest Tenure:
 - The reallocation of harvesting rights as a result of the implementation of the Forestry Revitalization Act;
 - The issuance of a Special Use Permit;
 - The decision regarding approval or extension of a Tree Farm Licence Management Plan, Community Forest Management Plan and/or Woodlot Licence Management Plan;
 - The deletion or addition of provincial forest;
 - The transfer of AAC between Timber Supply Areas;
 - The removal of private land from a Woodlot Licence or a Tree Farm Licence; and
 - The establishment of an interpretive forest site, recreation site, and recreation trail.
- 1.5 "Forest Tenure" means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.
- 1.6 "Range Tenure" means an agreement granting rights over Crown range as defined in the *Range Act*.
- 1.7 "Traditional Use Area" means T'it'q'et's Traditional Use Area as shown on bold black on the map attached in Appendix A.

- 1.8 "Licensee" means a holder of a Forest Tenure or a Range Tenure.
- 1.9 "Interim Accommodation" means an accommodation provided in this Agreement, of the potential infringements of the economic component of T'it'q'et's Aboriginal Interests arising from or as a result of forest and range development, prior to the full reconciliation of these Interests. The revenue component reflects the present budget limitations of the Minister of Forests and Range. It is acknowledged that other accommodations, including economic accommodations, may be jointly developed by the Parties during the term of this Agreement, and that this Agreement is not intended by the Parties to establish a precedent for or in any way restrict other agreements between the Parties or, through T'it'q'et's participation in the SCC any agreement between British Columbia and the SCC, with respect to what may be appropriate past, present or future benefit sharing or adequate accommodation relating to T'it'q'et's Traditional Use Area.

2.0 Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1 Create viable economic opportunities and to assist in the improvement of social conditions of T'it'q'et through economic diversification.
- 2.2 Provide interim payment and other economic benefits to T'it'q'et through a forest tenure opportunity and/or economic benefits related to forestry received by British Columbia from forest resource development.
- 2.3 Address consultation and provide Interim Accommodation, as set out in this Agreement.
- 2.4 Within the context of ongoing work of the Protocol Table and other processes that are addressing longer term interests to more fully support respectful co-existence and the sharing of benefits, contribute to a period of economic stability for forest and/or range resource activities during the term of this Agreement.

3.0 Economic Benefits to T'it'q'et

During the term of this Agreement, British Columbia will provide one or more of the following economic benefits to T'it'q'et:

3.1 Forest Tenure

- 3.1.1 For the purposes of the provisions in section 3.1, Licence includes a non replaceable Forest Licence, a Forestry Licence to Cut or other forms of agreement as agreed to by the Parties.
- 3.1.2 After the execution of this Agreement and, if applicable, once volume becomes available through the timber reallocation process, the Minister will invite T'it'q'et, or such legal entity as T'it'q'et has appointed as its representative (see Appendix C) to hold the licence to apply under the Forest Act for a Licence on a non-competitive basis for up to 10,466 cubic meters annually in the Lillooet Timber Supply Area.
- 3.1.3 For greater certainty, the maximum volume that may be available under the Licence referred to in Section 3.1 will be up to 52,330 cubic meters over 5 years.
- 3.1.4 The Parties will strive to ensure that the assigned operating area for the Licence in the Lillooet Timber Supply Area has a representative timber profile and logging chance relative to other licensees and BC Timber Sales, taking into account the quality of timber, access and commercial viability. Prior to T'it'q'et making an application for the Licence, the Parties will work together to identify the location of an operating area for the Licence, which to the extent that it is operationally feasible will be within the Traditional Use Area; and
- 3.1.5 A Licence entered into as a result of an invitation under section 3.1 will be for a term of 5 years.
- 3.1.6 If the Licence remains in effect beyond the term of this Agreement, the Licence will continue to be considered by the Parties to be Interim Accommodation until the Licence expires or is terminated.
- 3.1.7 The Minister may invite T'it'q'et to apply for a subsequent Licence under the *Forest Act* for a term that would commence after the expiry of this Agreement.

3.2 Range Tenure

If the Crown range vacancy is available for disposition to T'ti'q'et, then subject to the *Range Act*, the Lillooet District Manager will direct award a Range Permit, within T'it'q'et

Traditional Use Area to T'it'q'et for up an applicable number of Animal Unit Months (AUMs).

3.3 Interim Payment

- 3.3.1 During the term of this Agreement, British Columbia will make an interim payment to T'it'q'et of approximately \$ 174, 429 annually. Payments will be made quarterly,
- 3.3.2 The funding commitment set out in section 3.3.1 is subject to the availability of annual appropriations for that purpose by British Columbia.
- 3.3.3 For the purposes of determining amounts for partial years, one-fourth (i.e. ½) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect.
- 3.3.4 Upon signing of this Agreement, T'it'q'et will be paid the full revenues for the quarter in which the Agreement is signed (e.g. if this Agreement is signed at the end of the quarter, the FN would receive payment for that entire quarter), with subsequent payments being made at the end of each quarter.
- 3.3.5 British Columbia will not seek to direct or influence the expenditure of the funds provided to T'it'q'et.

4.0 Consultation and Accommodation Regarding Operational and Administrative Decisions and Plans

- 4.1 T'it'q'et is entitled to full consultation with respect to all potential infringements of their Aboriginal Interests arising from any Operational or Administrative Decisions or Plans affecting T'it'q'et's Aboriginal Interests, regardless of benefits provided under this Agreement.
- 4.2 During the term of this Agreement, and subject to the terms and the intent of this Agreement being met and adherence by British Columbia, T'it'q'et agrees that British Columbia will have provided Interim Accommodation with respect to the economic component of potential infringements of T'it'q'et's Aboriginal Interests as an interim measure as a result of forest and/or range activities occurring within their Traditional Use Area.
- 4.3 The interim payment set out in this Agreement reflects an amount that British Columbia, through the Minister of Forests and Range is able to pay as an interim measure, which T'it'q'et has agreed to accept.

- 4.4 The Province acknowledges that the timber opportunities and funding provided through this Agreement are an interim accommodation only and that broader processes, including the Protocol, are underway that will assist in determining the appropriate accommodation in respect of impacts on T'it'q'et's Aboriginal Interests as a result of forest and range activities occurring within their Traditional Use Area.
- 4.5 Nothing in this Agreement restricts the ability of T'it'q'et to seek additional accommodation for impacts on its Aboriginal Interests from forest and/or range resource development within its Traditional Use Area.
- 4.6 As a member of the St'at'imc Chiefs Council, T'it'q'et will participate in the development of consultation processes between the St'at'imc Chiefs Council and the Government of British Columbia for the St'at'imic Traditional Territory.
- 4.7 In the event that the St'at'imc Chiefs Council and the Government of British Columbia do not reach agreement on a consultation protocol for decisions as contemplated in 4.6, and for Operational and Administrative Decisions or Operational Plans that are specific to T'it'q'et's Traditional Use Area (i.e. will not impact other St'at'imc communities), the Parties agree to develop consultation processes, guided by the consultation framework in appendix B, to address both Operational and Administrative Decisions or Plans which may affect Tit'q'et's Aboriginal Interests within their Traditional Use Area.
- 4.8 In developing such consultation processes, the Parties further agree to address consultation on Administrative Decisions, Operational Decisions and Operational Plans through participation of T'it'q'et in strategic level planning and policy development processes.
- 4.9 Notwithstanding 4.7, and unless agreed to otherwise, the Parties will use every reasonable effort to agree upon a consultation process within 3 months of signing this Agreement and, in helping to achieve this, will endeavour to develop draft processes to govern consultation under this Agreement within 45 days after signing this Agreement.
- 4.10 As T'it'q'et is a member of the St'at'imc which is represented by the St'at'imc's Chief Council, this Agreement does not limit the obligation of British Columbia to fulfil any consultation obligations it has with the St'at'imc Chiefs Council.

5.0 Dispute Resolution

- 5.1 If a dispute arises between British Columbia and T'it'q'et regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 5.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and T'it'q'et.
- 5.3 If the interpretation dispute cannot be resolved by the Parties directly, they may appoint an independent and mutually agreeable mediator to resolve that dispute within 60 days, or such period as agreed upon, or the Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

6.0 Term and Termination

- 6.1 The term of this Agreement is 5 years.
- 6.2 This Agreement will take effect on the date on which the last Party has executed it.
- 6.3 This Agreement will terminate on the occurrence of the earliest of:
 - 6.3.1 The expiry of its term;
 - 6.3.2 90 days notice by one Party to the other Party; or,
 - 6.3.3 The mutual agreement of the Parties.
- 6.4 Neither Party shall terminate this Agreement on the grounds that the other Party has challenged an Administrative or Operational Decision by way of legal proceedings.
- 6.5 Notwithstanding section 6.4, British Columbia may terminate the Agreement when there is a challenge on the basis that the Economic Benefits set out in section 3 are not adequate or sufficient Interim Accommodation.
- 6.6 Prior to the expiry of the 90 days when 90 day notice of termination has been given under Section 6.3, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.
- 6.7 At the discretion of T'it'q'et, this agreement may be terminated under section 6.3 in favour of participating in other forestry agreements

mutually agreed to by both Parties, such as the St'at'imc Interim Forestry Agreement.

7.0 Renewal of the Agreement

- 7.1 Prior to this Agreement terminating in accordance with Section 6.3.1, if the terms and conditions of this Agreement are being met, British Columbia and T'it'q'et will seek the necessary authorities and approvals to enter into negotiations to renew this Agreement, or to conclude a new forestry agreement, consistent with the New Relationship.
- 7.2 Any subsequent forestry agreement between British Columbia and T'it'q'et may provide for an opportunity to acquire a licence, other forest tenures, and/or other economic benefits, as well as other terms and conditions that are agreed to by the Parties.

8.0 Amendment of Agreement

- 8.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 8.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.
- 8.3 The Parties agree that new approaches for consultation and accommodation, including benefit and revenue sharing, will be developed as a priority under the New Relationship by British Columbia and the Leadership Council. T'it'q'et may choose to opt into such approaches as they become available, through amendment of this Agreement or other mutually agreeable methods.
- 8.4 The benefits provided to T'it'q'et under this Agreement do not in any way limit the options being considered by the Protocol Table in developing longer-term agreements related to land and resource management and use, tenuring and decision making and benefit sharing that may replace or supersede this Agreement.

9.0 Entire Agreement

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

10.0 Notice

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

British Columbia

Deputy Minister Ministry of Forests and Range P.O. Box 9525 STN PROV GOVT Victoria B.C. V8W 9C3 Telephone (250) 356-5012 Facsimile (250) 953-3687

T'it'q'et

Tribal Chief Mike Leach Chairperson, T'it'q'et Traditional Council P.O. Box 615 Lillooet, BC V0O 1V0 Telephone: (250) 256-4118

Facsimile: (250) 256-4544

11.0 Miscellaneous

- 11.1 This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.
- 11.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.

- 11.3 This Agreement does not address or prejudice conflicting interests or competing claims between T'it'qet and other St'at'imc communities or First Nations.
- 11.4 This Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 11.5 The Province acknowledges and enters into this Agreement on the basis that T'it'q'et or St'at'imc has Aboriginal Interests within the Traditional Use Area and further that the specific nature, scope or geographic extent of Aboriginal Interests of T'it'q'et or St'at'imc have not yet been determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of T'it'q'et or St'at'imc.
- 11.6 Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement, even if that infringement is caused by a decision that was made during the term of this Agreement.
- 11.7 This Agreement does not address or affect any claims by T'it'q'et regarding infringement of its Aboriginal Interests arising from past Operational or Administrative Decisions made previous to the signing of this Agreement.
- 11.8 This Agreement and any decisions and or Licenses issued during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- 11.9 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 11.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 11.11 The applicable laws of British Columbia and Canada shall govern this Agreement.
- 11.12 British Columbia encourages Licensees to enter into mutuallybeneficial arrangements with T'it'q'et.
- 11.13 This Agreement is not intended to limit any obligation of Licensees or other third parties to T'it'q'et.

- 11.14 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.
- 11.15 This Agreement does not exclude T'it'q'et from accessing forestry economic opportunities and benefits, which may be available, other than those expressly set out in this Agreement.

12.0 Giving Effect to the New Relationship

- 12.1 Notwithstanding this agreement, the Parties will, at the request of T'it'q'et, enter into discussion, and may negotiate interim agreements in relation to forestry, range and related planning that give effect to the New Relationship, which may include, but are not limited to the following components:
 - (a) a process for shared decision making about the land and resources;
 - (b) new mechanisms for land and resource protection;
 - (c) a process for T'it'q'et's land use planning at all spatial scales and for reconciliation of Crown and T'it'q'et's plans:
 - (d) dispute resolution processes which are mutually determined for resolving conflicts rather than adversarial approaches to resolving conflicts:
 - (e) financial capacity for T'it'q'et and resourcing for British Columbia to develop and implement new frameworks for shared land and resource decision making and other components listed above; and
 - (f) on a priority basis, interim protection for landscapes, watersheds and/or sites identified by T'it'q'et to be reserved from resource development pending the outcome of negotiation of agreements referred to in a-e above; and
 - (g) Mountain Pine Beetle infestation in T'it'q'et Traditional Use Area.
- 12.2 The Parties acknowledge that there are broader processes underway with respect to the New Relationship which will benefit and, at times assist, the Parties in negotiating with respect to the issues set out in section 12.1.

Signed on Behalf of:

T'ít'q'et Traditional Council

Date: Jeliele	2007

Michael Leech, Tribal Chief, Chairperson, Traditional Council

William Machell, T'ít'q'et Community Chief, Machell Family Representative

Marilyn Napoleon, T'ít'q'et Councillor, Napoleon Family Representative

Dean Billy, T'ft'q'et Councillor, Billy Family Representative

Doreen Copeland, Bob Family Representative - Alternate

Mcgan Mouse

Megan Thorne, Bones/Otis Family Representative – Alternate

Robert Barney, Barney Family Representative - Alternate

Doreen Whitney, Scotchman/Leech Family Representative

Witness of T'ft'q'et signatures

Signed on behalf of:

Government of British Columbia Date:

Bit Coleman

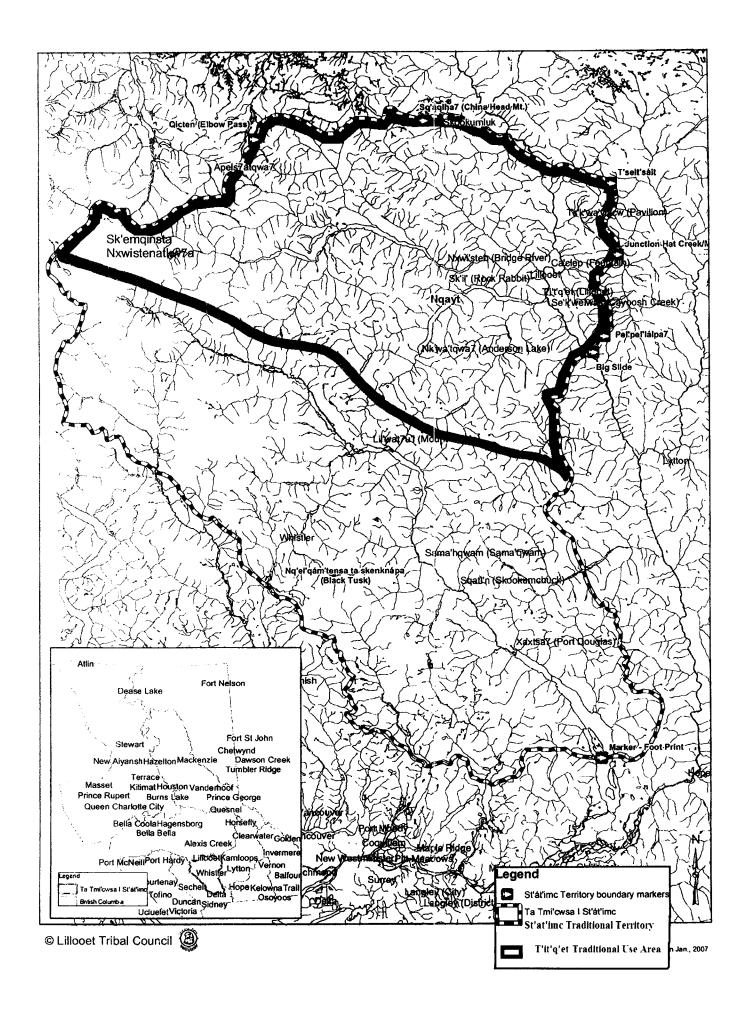
Minister of Forests and Range

Witness of Minister's signature

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APPENDIX A Map of T'it'q'et Traditional Use Area within the St'at'imc Traditional Territory

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APPENDIX B: Consultation Framework. This appendix is a framework which can be modified by agreement of both parties on a regular basis, as it is meant to be a working document.

The Government of British Columbia will provide to T'it'q'et a DRAFT consultation matrix on an annual basis listing all proposed Administrative and Operations Decisions and who the decision makers are for each decision that will have an effect in the Area of Interest. Additionally, either upon the request of T'it'q'et or when the Government of British Columbia becomes aware of other proposed Decisions, Government will provide to T'it'q'et an updated matrix. The matrix will be a communication tool for the consultation committee, as set out below, to jointly agree on consultation approaches (levels), as set out in the table below, for each type of decision and identify special cases which need specific consultation approaches.

1. Planning- FN involvement

2. Available on Request

3. Notification

4. Expedited process

5. Normal Consultation:

6. Deep consultation

Description and intent of consultation spectrum levels

Description and intent of consultation spectrum levels			
Level	Description	Comment on Intent	
1) Planning referral: prior to formal consultation process	Referral to T'it'q'et during planning to provide opportunity to incorporate aboriginal interests <i>prior</i> to submitting plan/request to Statutory Decision Maker	3 rd party volunteer effort	
2) Available on request (low level notification)	Type of notification whereby government notifies T'it'q'et they will not be sending out information about very low impact decisions.	Intent is to notify (or negotiate) on an annual basis which decisions fall in this category. T'it'q'et can request more detail if they wish	
3) Notification	Notify T'it'q'et in writing about an upcoming decision and provide overview information. Would be an opportunity for comment	Intent is to provide base level information and time to comment. Limited follow-up.	
4) Expedited Consultation process.	Where there is an imminent threat to the public (i.e. wild fire) or a resource value (mountain pine beetle) an expedited consultation process is undertaken. Full process on a short timeline (e.g. 10 days for suppression harvesting of beetle attacked trees)	A justification for shortening the period would be given by describing the imminent threat.	
5) Normal course Consultation (60 day)_	Follow policy on "normal" track for consultation. Resolve issues where possible and make decision in a timely manner	Intent to follow this course in most circumstances of low to medium probability of impact.	
6) Deep Consultation	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where necessary.	Follow provincial guidelines on consultation and accommodation. Would involve meaningful discussion in respect of appropriate accommodation. Probably undertake a strength of claim.	

The Parties may establish a Joint Consultation Committee (the "Committee") which will be comprised of representatives of Tit'q'et and a matching number of

representatives from the Ministry of Forests and Range. The purpose and duties of the Committee shall be:

- to share information on proposed forest and range developments and related decisions;
- to share information on possible economic opportunities for the participation of T'it'g'et in the forestry and range sector;
- to provide a forum for T'it'q'et to identify it's Aboriginal Interests and concerns respecting potential infringements of those Interests.; and
- to tailor, update and amend, as needed and mutually agreed, a consultation matrix, including clarifying which decisions affect not only T'it'q'et but also other St'at'imc communities and will, therefore be addressed through consultation between the Government of British Columbia and the St'at'imc Chiefs Council or their representatives and which decisions are specific to T'it'q'et's Traditional Use Area and will, therefore be addressed through consultation between the Government of British Columbia and T'it'q'et.

February 2007

APPENDIX C:

Description and Documentation pertaining to the Intended Holder of the licence

OR B) Full legal name, or corporate description of the legal entity, authorized	Please complete part A or B, whichever is appropriate, and attach appropriate documentation:
B) Full legal name, or corporate description of the legal entity, authorized	A) Applicant for the license:
	<u>OR</u>
to represent the applicant of the licence	B) Full legal name, or corporate description of the legal entity, authorized
	to represent the applicant of the licence

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

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