



LAKE BABINE – PROVINCE OF BRITISH COLUMBIA FOUNDATION PATHWAY AGREEMENT

BETWEEN:

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

AND:

Lake Babine Nation, as represented by Chief and Council (“**Lake Babine**”)

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

WHEREAS

- A. The Province recognizes that Lake Babine people’s aboriginal rights and title exist in Lake Babine Nation Territory. The Parties are committed to undertaking further processes to meet the challenge of reconciliation including the delineation and implementation of title and rights for Lake Babine under section 35 of the *Constitution Act, 1982*.
- B. The Supreme Court of Canada in *Tsilhqot’in Nation v. British Columbia*, 2014 SCC 44, found that the Tsilhqot’in Nation had established aboriginal title in British Columbia.
- C. The Parties have signed a number of agreements, and the Province has provided financial contributions, in addition to Lake Babine’s participation in the BC Treaty Process that have sought to build on the government-to-government relationship and reconciliation including the 2013 *Protected Area Collaborative Management Agreement*, the March 2014 *Incremental Treaty Agreement*, the October 2014 *Memorandum of Understanding (MOU1)*, the May 2015 *Memorandum of Understanding (MOU2)*, the 2015 *Pipeline Benefit Agreement* for the Prince Rupert Gas Transmission Project, the March 2016 *Reconciliation Framework Agreement* and the 2016 *Interim Forestry Agreement*.

- D. In August 2016, the Parties embarked on an innovative, accelerated path to achieve reconciliation through a Foundation Agreement that would include concrete steps to meet the challenge of recognition, reconciliation and implementation of title and rights for Lake Babine under section 35 of the *Constitution Act, 1982*, promote social and community well-being, and regional economic growth and predictability over the 25-year term.
- E. Developing the vision for comprehensive reconciliation requires the Parties to consider federal engagement and participation, how the current British Columbia Treaty Process negotiations factor into the work and how to complement the various incremental agreements between the Parties.
- F. In September 2016, the Parties signed a *Letter of Understanding* (September 2016 LOU) that identified goals and steps to be taken to negotiate the Foundation Agreement (Appendix A).
- G. This Foundation Pathway Agreement is intended to implement interim commitments and measures, as well as provide a framework to facilitate and accelerate momentum towards the completion of the Foundation Agreement, consistent with the specific steps and timelines to be taken by the Parties.

NOW THEREFORE in consideration of the exchange of mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Interpretation

1.1 Definitions. In this Agreement:

"Agreement" means this Lake Babine – Province of British Columbia Foundation Pathway Agreement;

"Effective Date" means the date this Agreement is fully executed by both Parties;

"Foundation Agreement" means the 25-year agreement to be negotiated by the Parties as described in this Agreement under section 5; and

"Lake Babine Nation Territory" means, for the purposes of this Agreement, the area identified by Lake Babine Nation and shown for illustrative purposes on the map attached in Appendix B.

2. Purpose

2.1 The purpose of this Agreement is to:

- (a) confirm interim commitments and measures, including the assurances in section 8, to be implemented by the Parties to build momentum and demonstrate mutual good faith in advancing reconciliation;
- (b) identify and clarify the topics and issues that will form a draft Foundation Agreement; and

- (c) set out the steps, terms and timelines for achieving and finalising the Foundation Agreement, including any deliverables and requirements for approvals.

3. Principles

- 3.1 Lake Babine and the Province recognize that the successful implementation of this Agreement, including negotiations to complete the Foundation Agreement, will require systematic, timely, creative, and disciplined efforts by both Parties. To that end, the Parties agree to the following principles:
 - (a) Each Party's respective officials, representatives and teams will endeavour to:
 - (i) act in an open, good faith, honest and transparent manner toward one another in dealing with the matters set out in this Agreement and when implementing this Agreement;
 - (ii) apply a "solutions-oriented" approach to all discussions, negotiations and the implementation of this Agreement;
 - (iii) strive to further build a trusting and positive relationship between Lake Babine and the Province, in an effort to deepen reconciliation, including through achieving deeper knowledge and understandings of Lake Babine title and rights and the interests of the Province and how Lake Babine title and rights may be collaboratively implemented under section 35 of the *Constitution Act, 1982*;
 - (iv) collaborate to ensure third parties, industry, and other stakeholders are appropriately informed of this Agreement and the proposed Foundation Agreement;
 - (v) demonstrate respect for the decision-making processes of Lake Babine and the Province; and
 - (vi) deepen learning and respect for Lake Babine culture and way of life and understanding of the Lake Babine people.

4. Interim Measures, Commitments and Funding

- 4.1 **Forestry Volume.** The Province will provide Lake Babine approximately 190,000 cubic metres of timber volume in Lake Babine Nation Territory, identified in Appendix C, and subject to the terms and conditions in the relevant agreements and licences.
- 4.2 **Joint Forestry Forum.** The Parties will establish a Joint Forestry Forum by June 2017, for an initial one-year term with the primary objectives of advancing efficiencies in information sharing and engagement processes, coordinating strategic and operational planning, and creating opportunities to develop business and professional relationships with forestry partners operating in the Lake Babine Nation Territory. The Joint Forestry Forum will provide a year-end report to the

Parties by June 2018, that outlines recommendations for streamlining consultation on forestry-related applications and evaluates the success of the forum.

- 4.3 **Funding for the Joint Forestry Forum.** The Province will provide Lake Babine \$75,000 within 30 days of signing this Agreement to further develop and implement the Joint Forestry Forum described in 4.2 (draft Terms of Reference set out in Appendix D) in collaboration with the Ministry of Forests, Lands and Natural Resource Operations and forest licensees operating within the Lake Babine Nation Territory.
- 4.4 **Socio-Cultural Technical Working Group.** The Parties will establish and appoint representatives to a Technical Working Group to support the negotiation of socio-cultural, economic and community development provisions for the Foundation Agreement. Key activities will include:
- (a) reviewing, researching and developing feasible options, building on Lake Babine's proposed milestones tabled in October 2016, Lake Babine's Comprehensive Community Plan, and ongoing input from Lake Babine and the Province;
 - (b) identifying and facilitating the engagement of the necessary parties that may be required to negotiate the socio-cultural, economic and community development milestones of the Foundation Agreement; and
 - (c) provide regular reports, advice and recommendations to the Parties on the socio-cultural, economic and community development milestones to be negotiated in the Foundation Agreement.
- 4.5 **Lake Babine Deliverables.** Lake Babine will support the work of the Technical Working Group by:
- (a) developing and submitting a written plan by October 1, 2017, that identifies a Lake Babine priority for cultural infrastructure in each community and reports on feasibility, design and costs for those priorities, acknowledging that funding will need to be sourced to support those developments ("Infrastructure Plan");
 - (b) preparing and submitting a written report by October 1, 2017, with recommendations on corporate governance structures that will facilitate cooperation among the five communities, support economic development ventures, including holding lands or other assets for the benefit of individual communities, and clarify revenue sharing as between Lake Babine Nation and the communities ("Corporate Governance Report"); and
 - (c) providing a report summarizing spending and key outcomes to the Parties by March 31, 2018, including spending by Lake Babine on its participation in the Technical Working Group and its Child and Family Support Services Program ("Financial Report").
- 4.6 **Socio-Cultural Technical Working Group Funding.** The Province will provide \$525,000 to Lake Babine in accordance with section 4.7 and subject to the terms and conditions identified in this Agreement to support Lake Babine's participation in the

establishment and the operations of the Technical Working Group described in 4.4 and to provide a one-time contribution towards Lake Babine's Child and Family Support Services Program.

4.7 The Province will provide to Lake Babine:

- (a) \$100,000 within 30 days of the Parties each appointing representatives to the Technical Working Group;
- (b) \$280,000 within 30 days of receipt of the agreed-upon work plan for the Technical Working Group;
- (c) \$90,000 within 30 days of receipt of the Infrastructure Plan and the Corporate Governance Report; and
- (d) \$55,000 within 30 days of receipt of the Financial Report referenced in 4.5 (c).

4.8 **Negotiation and Implementation Funding.** The Province recognizes that support funding is needed for Lake Babine to negotiate the Foundation Agreement. The Province will provide a total of \$975,000 to Lake Babine as a contribution towards the implementation of this Agreement and the negotiation of the Foundation Agreement subject to the following payment schedule, terms and conditions:

- (a) \$725,000 within 30 days of receipt of a budget from Lake Babine and a mutually-agreed work plan as identified in section 5.4; and
- (b) \$250,000 upon initialling of a draft Foundation Agreement by the Chief Negotiators and upon receipt of a Foundation Agreement implementation plan that includes a Lake Babine community engagement process for the review of the draft Foundation Agreement.

4.9 **Dialogue with Neighbouring Nations.** The Parties acknowledge the importance of issues being addressed between Lake Babine and neighbouring First Nations in regard to territorial boundaries in order for the shared progress contemplated in a Foundation Agreement to be fully achieved over the long term. The Parties commit to taking steps during the period of this Agreement to advance this important work. Lake Babine agrees to report out on a regular basis to the Province on the status of these discussions for the term of the Agreement.

4.10 **Existing Agreement Implementation.** The Parties will work collaboratively to implement existing agreements between the Parties, including the 2014 *Incremental Treaty Agreement* and the 2013 *Protected Area Collaborative Management Agreement*.

4.11 **Federal Engagement.** The Parties will work collaboratively to engage and discuss with Canada its role and participation in the Foundation Agreement, in particular to address jurisdiction and governance matters, as well as fiscal coordination. Lake Babine acknowledges that the Province will need to discuss with Canada cost-sharing of financial contributions that may form part of the Foundation Agreement, including cost-sharing of land transfers.

- 4.12 The funding payments made pursuant to sections 4.3, 4.7, and 4.8 of the Agreement constitute the Province's total financial contribution to Lake Babine and its communities to support any negotiation related to, and the implementation of, this Agreement and the Foundation Agreement. The Parties acknowledge that additional capacity funding may be required and will be discussed.
- 4.13 **Conditions Precedent to Funding.** Notwithstanding any other provision in this Agreement, any payment of funds by the Province to Lake Babine under this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, to enable the Province in any fiscal year or part thereof when such payment is required, to make such payment; and
 - (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation necessary in order to make such payment.

5. Foundation Agreement Negotiations

- 5.1 The Parties acknowledge that they have made substantive progress towards a draft Foundation Agreement, and agree on the following:
- (a) the Foundation Agreement will include a joint vision, immediate measures, joint milestones, and joint implementation structures and understandings;
 - (b) the Foundation Agreement will be drafted in an innovative and plain language style, striving for simplicity and clarity, building on the preliminary draft structure identified in the October 31, 2016 draft;
 - (c) the substance of the Foundation Agreement will address the topics identified in the September 2016 LOU and letter from Minister Rustad dated September 7, 2016, and the 2016 *Reconciliation Framework Agreement*;
 - (d) the substance of the Foundation Agreement will be informed by the dialogue at the intense bilateral visioning session held in August, 2016, and incorporate the elements of the joint vision, immediate measures, including assurances and dispute prevention measures, and joint milestones developed through negotiations between the Parties beginning in September 2016; and
 - (e) the Foundation Agreement will include a plan for engaging stakeholders and the public.
- 5.2 The Parties agree to develop a list of topics based on the September 2016 LOU and they will also consider including in the list the additional topics identified in MOU1, MOU2, the *Interim Forestry Agreement* and the *Reconciliation Framework Agreement*.
- 5.3 The Parties acknowledge that further approvals will be required to inform the negotiation of the Foundation Agreement components and that any agreements reached between the Parties are subject to:

- (a) all required Provincial approvals, including any Cabinet and Treasury Board approvals; and
 - (b) all required Lake Babine approvals.
- 5.4 The Parties will develop a work plan that sets out the steps, timeline, topics and protocols for negotiating and concluding the Foundation Agreement.

6. Term and Termination

- 6.1 The term of this Agreement will commence on the Effective Date.
- 6.2 The Parties intend that the terms of this Agreement will be superseded by the Foundation Agreement.
- 6.3 This Agreement may be terminated by either Party upon 45 days' notice, along with detailed written reasons for termination.
- 6.4 If notice of termination is given, the Parties will meet within 30 days to discuss the reasons for the termination of the Agreement and options for the resolution of any issues that may lead to avoiding termination and may agree to suspend the termination notice during those discussions.
- 6.5 On termination of the agreement, the Province may assess the nature and extent of the progress made and reasons for termination, and any unexpended funds paid to Lake Babine may be considered a debt due to the Province.

7. Representations and Warranties

- 7.1 **Lake Babine Representations.** Lake Babine 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 has the legal power, capacity and authority to enter into this Agreement on its own behalf and on behalf of its members;
 - (b) it has taken all necessary actions and has obtained all necessary approvals to enter into this Agreement for and on behalf of its members; and
 - (c) this Agreement is valid and binding obligation upon it.
- 7.2 **Provincial Representations.** The Province represents and warrants to Lake Babine, with the intent and understanding that they will be relied on by Lake Babine in entering into this Agreement, that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation of the Province.

8. General

- 8.1 **Legal Advice.** Both Parties confirm that each have had the full opportunity to review the terms and conditions of this Agreement and, and each have sought independent legal advice with respect to their terms and conditions.

8.2 **Schedules.** These schedules form part of this Agreement:

- Appendix A – September 7, 2016 *Lake Babine Nation – BC Letter of Understanding*
- Appendix B – Map of Lake Babine Nation Territory
- Appendix C – Forestry Volume Commitments & Sources
- Appendix D – Draft Joint Forest Management Forum Terms of Reference

8.3 **Further Approvals.** The finalization of the Foundation Agreement is subject to each Party obtaining all required approvals, including any Cabinet and Treasury Board approvals.

8.4 **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; and

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.

8.5 **Successors.** This Agreement will enure to the benefit of and be binding upon any organization or government that is a successor to or effectively replaces Lake Babine chief and council pursuant to any agreement, treaty, land claim agreement, self government agreement or other agreement that Lake Babine, or any other group of which Lake Babine forms a part, may enter into with Canada or the Province or both.

8.6 **Forestry Related Assurances.** For greater certainty, the forest tenure opportunities and volumes identified in 4.1 are subject to the Parties reaching agreement on all required Forest Tenure Opportunity Agreements and the relevant decision maker's approval and conditions of required forest licences.

8.7 **Interim Forestry Agreement.** The Parties agree to meet prior to March 31, 2018, to seek to reach agreement on extending the term of the Lake Babine –Province of British Columbia *Interim Forestry Agreement* to March 31, 2020 - or such time as the Foundation Agreement or new engagement process and revenue sharing mechanisms are agreed to by the Parties. In the interim, the Parties will continue to use the engagement process identified in the *Interim Forestry Agreement* when engaging on proposed forest and range decisions in Lake Babine Nation Territory.

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

- (a) an admission by either Party of the validity or invalidity of any claim by Lake Babine to an aboriginal right or aboriginal title within the meaning of section 35 of the *Constitution Act, 1982*;

- (b) establishing, limiting or abrogating any aboriginal rights or aboriginal title of Lake Babine;
- (c) an acknowledgment or admission by the Province that it has an obligation to provide financial or economic accommodation or compensation to Lake Babine; or
- (d) in any way limiting the position either Party may take in any negotiations or in any proceeding including the negotiation of the Foundation Agreement.

8.9 **Not a Treaty.** The Parties agree 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*; or
- (b) establish, recognize, affirm, define, deny, limit or amend any aboriginal rights or aboriginal title of the Lake Babine people; and
- (c) preclude the right of either Party to engage in further processes to establish the scope or the geographic extent of aboriginal title and rights in the Territory.

8.10 **No Fettering.** This Agreement does not affect the jurisdiction or fetter the discretion of any decision-making authority.

8.11 **Notice.** Any notice, document or communication required or permitted to be given hereunder shall be in writing and delivered by hand or facsimile to the Party to which it is to be given as follows:

To the Province:

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

To Lake Babine First Nation:

Chief Wilf Adam
PO Box 879,
Burns Lake, BC V0J 1E0
Fax: (250) 692-4857

Email: wilf.adam@lakebabine.com

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


- 8.12 **Amendment.** This Agreement may be amended from time to time by the Parties in writing.
- 8.13 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and Canada.
- 8.14 **Validity of Agreement.** If any part of this Agreement is void or unenforceable at law:
- (a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
 - (b) the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.
- 8.15 **Interpretation.** For purposes of this Agreement:
- (a) "including" means "including, but not limited to" and "includes" means "includes, but not limited to";
 - (b) 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;
 - (c) 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;
 - (d) words in the singular include the plural, and words in the plural include the singular unless the context or any specific definition requires;
 - (e) in the calculation of time under this Agreement, all references to "days" are to business days from Monday to Friday (except statutory holidays in British Columbia), except that if the time for doing an act falls or expires on a day that is not a business day, the time is extended to the next business day;
 - (f) any reference to a corporate entity includes any predecessor or successor to such entity; and
 - (g) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

[Execution page to follow]

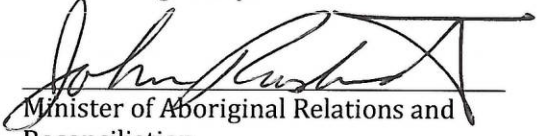
8.16 **Execution in Counterparts.** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other Party by facsimile or electronic transmission. All executed counterparts taken together will constitute one agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

LAKE BABINE NATION by its authorized signatory:

By: 
Chief, Lake Babine Nation

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA** by
her authorized signatory:

By: 
Minister of Aboriginal Relations and
Reconciliation

Date: MARCH 16, 2017

Date: MARCH 16, 2017

APPENDIX A



25-YEAR FOUNDATION AGREEMENT LETTER OF UNDERSTANDING

LAKE BABINE NATION
and
THE PROVINCE OF BRITISH COLUMBIA

History and Background

In April, 2016, Lake Babine Nation ("Lake Babine") and the Province of British Columbia ("Province") agreed to create an innovative approach to reconciliation together through developing an agreement built around, and animated by, a 25-year vision. This approach was adopted to meet the following goals:

- The work of reconciliation is urgent. Lake Babine and the Province, as well as the industry stakeholders we affect, look forward to a substantive path of reconciliation that will be achieved in weeks to months – not years to decades
- A longer term, flexible and dynamic agreement established in the context of a 25-year vision will guide the incremental and transformative steps necessary for Lake Babine and the Province to build and meet our shared aspirations for positive and strong social, economic, and environmental realities
- A longer term agreement allows us to grapple with, and undertake, the work collectively required over a number of years to meet the challenge of recognition, reconciliation and implementation of title and rights for Lake Babine under s. 35, through incremental and transformative steps
- Collaborative action to bring material improvement to our relationship as a result of our efforts

To implement this approach, a high-level and focused three day session was held in early August, 2016, to collaboratively design the 25-year mutual vision and broad strokes of what the agreement would look like and address, and how it would unfold over time. The meeting included leadership and senior staff of the Province and Lake Babine jointly working to identify a vision and pathway for the next 25 years.

25-Year Foundation Agreement

Lake Babine and the Province are now developing their 25-Year Foundation Agreement. Key components of the proposed Agreement will be unveiled to the Lake Babine community at their Annual General Meeting in early October. Details and approvals are intended to be finalized by December. This means that Lake Babine and the Province will have achieved agreement on a 25-year path of reconciliation within 7 months.

Goals and Themes of 25-Year Foundation Agreement

- Creating a government-to-government partnership as a key to economic and cultural prosperity, environmental sustainability, and effective governance
- Ensuring a strong and dynamic Lake Babine culture and healthy Lake Babine communities, including collaborative, innovative, and progressive approaches to design, improve and implement appropriate and adequate social and health services, community-based and culturally appropriate education and training opportunities
- Generating partnerships with neighbouring First Nations and stakeholders
- Establish a collective pathway for the work required over a number of years to meet the challenge of recognition, reconciliation and implementation of title and rights for Lake Babine under s. 35
- Establish joint mechanisms and structures to manage and oversee the unfolding and implementation of the agreement, and aspiring to see participation from Canada.

25-Year Foundation Agreement Model Framework

Both Parties have been clear and transparent with each other in their expectation that this Agreement represents an innovative, new model of pursuing reconciliation that has not been tried in British Columbia before. The Agreement will have five main parts:

Joint Vision, Principles, and Goals

The Vision will be organized around the following topic areas:

- Lands Protection/Title/Decision Making
- Forestry/Revenue Sharing
- Economic Development/Community Infrastructure
- Culture/Language/Education/Health/Child Welfare

Joint Targets

Each topic area will have short, medium and long term targets that the Parties agree will meet the vision if achieved. These are specific, tangible, and substantive measures that will collectively transform the relationship between Lake Babine and the Province and the industry stakeholders we affect. The targets require each party to be ensured we make material progress and build a foundation of trust that both parties and local government and industry stakeholders can rely on.

Immediate Benefits

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When completed in December, the Foundation Agreement will outline immediate benefits to Lake Babine that takes the first step in meeting the targets and achieving the vision. The benefits will be set in the context of shared aspiration for positive and strong social, economic, and environmental realities. It is expected that these will be around the following:


- Land transfers in fee simple
- Forest tenure and access
- Decision-making
- Benefit-sharing
- Funding support for immediate cultural infrastructure improvements

Joint Implementation Structure and Work plan

The Parties are developing a joint implementation structure responsible for meeting the targets, or recommending adjustments based on changes or developments, that will be in place for the duration of the agreement.

Neighboring Communities, Industry Stakeholders and Public Involvement

The Parties are collaboratively developing and will implement a joint industry stakeholder, local government, public information-sharing and engagement strategy prior to the finalization of the Foundation Agreement.

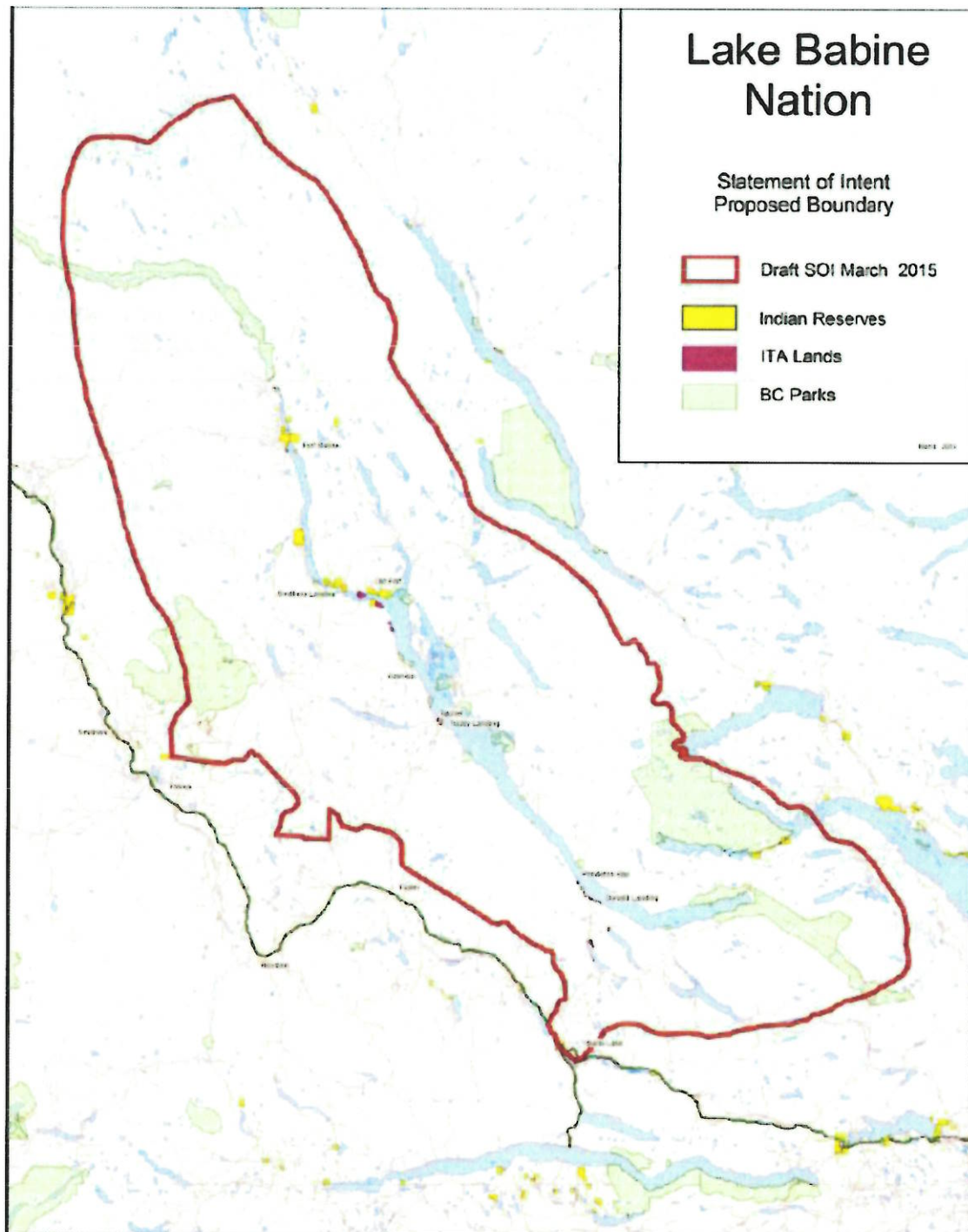

Wray Adam
Chief Councilor
Lake Babine Nation

Executed this 7 day of September, 2016


Honourable John Rustad
Minister of Aboriginal Relations and Reconciliation

Executed this 7 day of September, 2016

APPENDIX B -MAP OF LAKE BABINE NATION TERRITORY



APPENDIX C – Forestry Volume Commitments & Sources

Forest tenure offered or issued to Lake Babine Nation

Tenure Type	Timber Supply Area	Approx. Volume (m3/year)	Comments
First Nations Woodland Licence	Bulkley	17, 650	Tenure award in progress
First Nations Woodland Licence	Morice/Lakes	74, 152	Issued
Partnership with BCTS	Morice	50, 000	Draft Agreement under review by the Parties (LBN and BCTS)
Marginal Sawlog	Bulkley	50, 000	Under review. FTOA required prior to issuance of this long-term tenure.
Total		191,802	

APPENDIX D – JOINT FORESTRY FORUM DRAFT TERMS OF REFERENCE

DRAFT as of October 20 2016

The following terms of reference describes the concept of a Joint Forestry Forum (JFF) which contemplates forestry development in Lake Babine Nation (LBN) Territory.

The JFF would include senior representatives from LBN, Ministry of Forests, Lands and Natural Resource Operations (FLNRO), Licensees, BC Timber Sales and support strategic forestry planning and inform decision-making in LBN Territory.

JFF is expected to evolve particularly as decision-making processes and other functions are adopted pursuant to the future Foundation or other agreements.

Mutual Objectives:

1. Improve the efficiency of information sharing and engagement processes for operational forestry decisions.
2. Achieve more streamlined and coherent forestry planning processes in LBN Territory.
3. Foster predictability and profitability in the regional forestry economy.
4. Foster sustainable forestry activity in the LBN Territory that also incorporates measures to protect or conserve environmental and cultural values important to LBN.
5. Develop solid and positive working relationships between the Parties which help support an increased role in the forest sector for LBN within its Territory.

Functions:

1. Create a shared platform for information relevant to multi-year forestry planning in LBN Territory, including in GIS format.
2. Identify and implement measures to streamline forestry planning and administration in LBN Territory (e.g.: the potential for a single Forest Stewardship Plan).
3. Discuss and seek to reach collaborative agreement on forestry plans, including long term plans, for the LBN Territory as a whole (e.g.: on matters such as harvesting volumes, access management strategies, etc.).
4. Discuss strategic forestry topics or concerns in LBN Territory and seek to resolve any concerns.
5. Identify and develop business-to-business opportunities between LBN and other Licensees in relation to all stages of forestry activity.

Logistics:

1. Representation in the Forum:
 - (a) LBN to be represented by Forestry Department staff, supported by forestry advisors, Hereditary Chiefs, and LBN land users as needed. Council members to participate in high level discussions as needed.
 - (b) BC to be represented by FLNRO staff, with higher level staff involved in more high level issues, as needed.
 - (c) Third party licensees, including BCTS, to be represented by senior staff, supported by advisors.

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2. Some discussions might involve only one or some of the third party Licensees (i.e. where not all Licensees affected).
 3. Meetings proposed to occur quarterly, with additional meetings scheduled as needed.

Note: the FINAL TOR for the forestry forum is subject to further input and revisions from participants in the forum.