

# 3NATIONS-BC REGIONAL PARTNERSHIP AGREEMENT

BETWEEN

TAHLTAN, KASKA, TAKU RIVER TLINGIT – 3NATIONS SOCIETY

AND

BRITISH COLUMBIA



TAHLTAN, KASKA, TAKU RIVER TLINGIT: 3NATIONS – BC REGIONAL PARTNERSHIP AGREEMENT

(the “Agreement”)

Between:

TAHLTAN, KASKA, TLINGIT – 3 NATIONS SOCIETY, a society incorporated under the *Societies Act* [SBC 2015] c.18

(“3Nations”)

And:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Indigenous Relations and Reconciliation

(the “Province”)

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

Whereas:

- A. Beginning in 2008, Tahltan, Kaska and Taku River Tlingit Nations and their communities (collectively, the “Nations” or individually, a “Nation”), with the support of the Ministry of Children and Family Development, developed the Stikine Wholistic Working Group (“SWWG”), a multi-nation governance model that focussed on “bloodlines, not borderlines” to develop a “child at the centre” model for child and family well-being.
- B. In 2010, the Nations and the Ministry of Children and Family Development entered into a memorandum of understanding that set out how they will work together collaboratively in the best interests of children and families in the region.
- C. In 2014, the Nations began working with Ministry of Indigenous Relations and Reconciliation and expanded the partnership to include wildlife and K-12 education as additional shared priorities.
- D. Since 2014, the Nations and the Province have set out to incrementally advance and operationalize a collaborative regional relationship across shared priority areas identified jointly by, and of mutual interest to the Nations and the Province in the Stikine Region.
- E. In 2017, the Nations and School District 87 signed an MOU with the vision of a sustainable partnership to improve educational outcomes for students in the region.
- F. Also in 2017, the leaders of the Nations resolved to form the 3Nations Society, a partnership to advance social policy and innovation that serves the communities of Iskut, Telegraph Creek, Dease Lake, Lower Post, Fort Ware, Good Hope Lake, and Atlin.
- G. In 2018, 3Nations and the Province established a Collaborative Stewardship Forum (“CSF”) as part of a provincial pilot project and wish to continue and expand the work of the CSF.
- H. In 2019, the Province brought the *Declaration on the Rights of Indigenous Peoples Act* into force.

- I. As set out in the Declaration Act Action Plan 2022-2027, the Province seeks a British Columbia where Indigenous Peoples design, control and set the standards and policies for the services that support and facilitate the well-being of Indigenous citizens, exercise their autonomy to set their own priorities, allocate fiscal resources and determine how to deliver programs and services to their citizens, and First Nations exercise their right to determine and develop priorities and strategies for the development, use and/or stewardship of their traditional territories and other resources.
- J. 3Nations has supported successful community well-being services to the Nations through the SWWG, and a strong environmental stewardship program.
- K. In October 2021, 3Nations invited the Province to “Invest in Us, Recover with Us, Create with Us, Heal with us, and Reconcile with Us” through a proposal to renew a shared path forward.
- L. 3Nations and the Province wish to strengthen and expand their relationship to take on new opportunities.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. **Vision.** The Parties’ joint vision is to strengthen community well-being in the Nations by supporting 3Nations in building and restoring healthy connections amongst their families and communities while strengthening the practices of traditional ways, based on wholistic values that are embedded in culture.
2. **Principles.** The Parties will be guided by the following Principles:
  - 2.1. Partnership. The Parties will focus on areas of shared interest by seeking to create effective approaches that promote positive outcomes and create systemic change to meet local needs.
  - 2.2. Wholistic approach. The Parties recognize that strong cultures, a healthy natural environment, sustainable economic development, strong social programs, policies, and governance are all deeply interconnected, contribute to community well-being, and essential to implementing their vision.
  - 2.3. Culturally guided. The Parties’ work will be informed by each Nation’s own traditional and local knowledge, culture, values and laws.
  - 2.4. Innovative. The Parties will be open to creative and new ways to deepen their partnership to support 3Nations’ vision and commitment to strengthening community well-being.
  - 2.5. Dynamic and Flexible. The Parties’ plans and work will be adjusted to effectively address new or changed circumstances or priorities.
  - 2.6. Inclusive. The Parties will encourage the participation of all interested partners in our work on shared priorities, recognizing that everyone throughout the region have a role to play to support the work under this Agreement.
  - 2.7. Regionalization. The Parties will strengthen regional governance on areas of common interest.

- 2.8. Continuous Improvement: The Parties will develop and enhance new and current services to continue supporting the well-being of Nations' citizens by seeking solutions through collaboration, experimentation, and adaptive learning.
- 2.9. Rights-based: The Parties will support and respect the Indigenous rights of each of the Nations recognized and affirmed in section 35(1) of the *Constitution Act, 1982* and the minimum standards for dignity, survival and well-being in the *United Nations Declaration on the Rights of Indigenous Peoples*.

**3. Purpose.** The purpose of this Agreement is to:

- 3.1. Incrementally strengthen cohesion and unity among the Nations, communities, governments and other organizations in order to continue to achieve positive social and cultural outcomes and improve well-being for 3Nations communities, families and citizens;
- 3.2. Set out the principles and framework for the partnership between 3Nations and the Province on current areas of focus and for new or expanded areas of focus, for greater socio-cultural well-being of the people of the region;
- 3.3. Recognize and confirm that the Nations have, through 3Nations and as affirmed by its Board of Directors, established arrangements to advance priorities together as identified in this Agreement; and
- 3.4. Outline a commitment to long-term, sustainable funding by the Province.

**4. Implementation Funding.** The Parties agree that stable, long-term funding and resourcing is an essential component to the success of their work together.

4.1. In accordance with Schedule A, the Province will provide:

- (a) \$13,730,000 to 3Nations for Fiscal Years (April 1 – March 31) 2022/23 to 2026/27 to support continued work in the areas of 3Nations Governance, SWWG, and Emerging Priorities, as described in sections 5, 6, and 7; and
- (b) \$2,260,000 for Fiscal Year 2022/23 to support continued Collaborative Environmental Stewardship work, including the CSF, as described in Section 8.

4.2. In accordance with Schedule A, the Province will seek approval to provide long term funding of \$9,040,000 for Fiscal Years 2023/24 – 2026/27, to support Collaborative Environmental Stewardship, as described in Section 8.

**5. 3Nations Governance.** The Parties are committed to strengthening the Nations governance capacity to advance priorities of mutual interest that contribute to community well-being.

5.1. 3Nations will dedicate funds provided by the Province to achieve the following outcomes:

- (a) Implementation of 3Nations' vision, mission, goals, and objectives to continue strengthening their strategic and institutional capacity, as well as the capacity of the Nations.

- (b) Continued implementation and development of the 3Nations regional governance practice, including:
- i. Developing strategic plans, which can be adapted as needed to respond to urgent issues;
  - ii. Learning by doing, reflection and evaluation, including external evaluations;
  - iii. Sharing successful approaches from one community and replicating them in others;
  - iv. Engaging with communities to support the development of governing structures based on wholistic values, culturally relevant traditional practises and values, local knowledge;
  - v. Supporting each of the Nations to move forward with child and family jurisdiction and service delivery that builds on past practises, cultural knowledge, local autonomy and “return what was lost”;
  - vi. Developing regional partnerships;
  - vii. Technical support to the Nations governments that may include developing regional initiatives, communications, fundraising, partnership building, and other common priorities;
  - viii. Operations of the board and staff; and
  - ix. Communications, including production and publication of reports and other communication materials.

## 6. Stikine Wholistic Working Group (SWWG) and Child-Centred Family and Community Well-being.

6.1. 3Nations will dedicate funds provided by the Province to achieve the following outcomes:

- (a) Continued development and implementations of SWWG programming, child and family supports and services in each 3Nations’ community;
- (b) Coordination and collaboration and shared learning among communities, strategic planning, and effectiveness monitoring; and
- (c) Collaboration with the Provincial services and partners to enhance, and support child and family services that are child-centered, wholistic, culturally relevant, targeted to the specific strengths and needs of each 3Nations’ community, and improved upon over time.

## 7. Emerging Social Priorities.

7.1. 3Nations will dedicate funds provided by the Province to achieve the following outcomes:

- (a) Development of strategic paths for emerging social priorities that support each of the Nation’s direction;

- (b) Continuous engagement with communities, leadership, and partners to determine emerging priorities, long-term goals, and objectives at regular intervals; and
- (c) Collaboration with Provincial social ministries and other partners in the region on areas of common interest in the journey to reconciliation.

7.2. Emerging 3Nations' social priorities, include, but are not limited to:

- (a) Health services, including traditional, primary care and public health systems;
- (b) Services, practises, activities that support the healing of 3Nation members that were impacted by Indian Residential School, 60s Scoop, day school, incarceration, discrimination, or any other socially negative impacts through the development of culturally based, nation-led, locally developed healing strategies in order to "return what was lost";
- (c) Education and life-long learning;
- (d) Emergency management coordination;
- (e) Employment and training services and coordination;
- (f) Enhancing Standards of Living for residents in the region, where applicable;
- (g) Regional infrastructure planning and implementation; and
- (h) Other priority areas as agreed to by the Parties.

8. **Collaborative Environmental Stewardship.** 3Nations and the Province, through the Ministry of Land, Water and Resource Stewardship, will partner to:

- 8.1. Continue implementing and developing the Guardian Program in the territories of each Nation, including capacity development and training to ensure Nations actively participate in environmental stewardship;
- 8.2. Incorporate Indigenous and local knowledge into decision-making systems;
- 8.3. Collaborate on shared objectives on lands and wildlife management;
- 8.4. Develop human and resource capacity for co-management of natural resources in the territories of the Nations;
- 8.5. Create a shared approach to the management of natural resources that includes consideration of biological and cultural values, incorporates Indigenous laws and is founded on development of a shared and trusted information base;
- 8.6. Continue data collection and monitoring for the on-going stewardship of lands and resources;
- 8.7. Implement and develop data sharing protocols and information sharing agreements and strategies to share information and monitoring data;

- 8.8. Develop and implement communications and engagement strategies for communities and stakeholders, inclusive of a Northern-based stakeholder and community engagement process; and
- 8.9. Develop a monitoring and evaluation framework for the collaborative environmental stewardship work.

## 9. Responsibilities and Authorities.

- 9.1. Each of the Nations retain all of their respective authorities, autonomy, rights and jurisdictions.
- 9.2. 3Nations' role is to advance common interests of the Nations through collaboration, innovation, and cooperative partnerships (these interests may include, but are not limited to, social, cultural, economic, and environmental activities, programs, services and regional initiatives and infrastructure) by:
  - (a) Providing technical support to the Nations that may include, developing regional initiatives, communications, fundraising, partnership building, and other common priorities;
  - (b) Leading learning and innovation including sharing strategies and approaches on common challenges and opportunities, replicating successful models, practicing reflection and evaluation, and strategic planning;
  - (c) Engaging Nations, developing, and supporting wholistic approaches for children and families, emergency response and management, healing, and environmental stewardship;
  - (d) Developing lasting partnerships in the region, with partners such as School District 87, industry, and the Province; and
  - (e) Other activities as agreed to by the Nations.
- 9.3. The Province's role is to partner with 3Nations to advance their vision for community well-being and to implement this Agreement by:
  - (a) Working with 3Nations' Management Team to advance communities' current and emerging shared priorities;
  - (b) developing strategic plans;
  - (c) innovating and collaborating on new ways to support the Parties' Vision and priorities;
  - (d) Coordinating and facilitating discussions with 3Nations and relevant Provincial ministry representatives, as required;
  - (e) Collaborating with 3Nations on environmental stewardship priorities by completing annual joint workplans and budget allocations; and
  - (f) Other means, as agreed to by the Parties.

10. Schedules.

Schedule A Provincial Funding  
Schedule B Other Provisions

IN WITNESS WHEREOF the Parties hereby execute this Agreement on September 30, 2022 ("Effective Date")

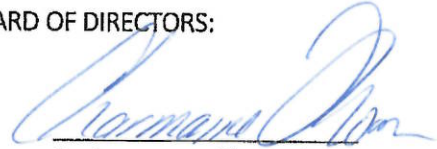
ON BEHALF OF TAHLTAN, KASKA, TLINGIT – 3NATIONS SOCIETY, THE BOARD OF DIRECTORS:



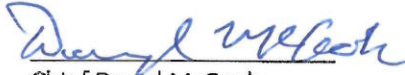
President Chad Norman Day  
Tahltan Central Government



Chair Danny Case  
Kaska Dena Council



Spokesperson Charmaine Thom  
Taku River Tlingit First Nation



Chief Darryl McCook  
Kwadacha First Nation



Chief Marie Quock  
Iskut Band Council



Deputy Chief Harlan Schilling  
Daylu Dena Council



Chief Myles Manygreyhorses  
Dease River First Nation

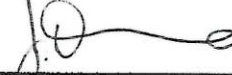


Chief Carmen McPhee  
Tahltan Band Council

ON BEHALF OF HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA:

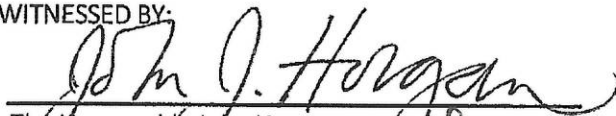


The Honourable Murray Rankin,  
Minister of Indigenous Relations and Reconciliation

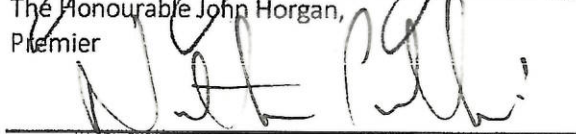


The Honourable Josie Osborne,  
Minister of Land, Water and Resource Stewardship

WITNESSED BY:



The Honourable John Horgan,  
Premier



The Honourable Nathan Cullen,  
Minister of Municipal Affairs



The Honourable Katrine Conroy,  
Minister of Forests



## SCHEDULE A – PROVINCIAL FUNDING

1. **First Fiscal Year.** Subject to section 3.3, the Province will provide \$5,000,000 to 3Nations for the 2022-2023 Fiscal Year, less the amounts already provided, as soon as practicable after the Effective Date of this Agreement.

1.1 Amounts already provided in 2022-2023 Fiscal Year, totalling \$2,850,000, include:

- (a) \$1,220,000 for 3Nations Governance, SWWG and Emerging Priorities; and
- (b) \$1,630,000 for Collaborative Environmental Stewardship.

1.2 Amounts to be paid in the 2022-2023 Fiscal Year, totalling \$2,150,000, include:

- (a) \$1,520,000 for 3Nations Governance, SWWG and Emerging Priorities; and
- (b) \$630,000 for Collaborative Environmental Stewardship.

2. **Subsequent Fiscal Years.** Subject to section 3:

2.1 The Province will provide funding to 3Nations for subsequent Fiscal Years for 3Nations Governance, SWWG and Emerging Priorities, totalling \$10,990,000, as follows:

- (a) 2023/2024: \$2,740,000
- (b) 2024/2025: \$2,750,000
- (c) 2025/2026: \$2,750,000
- (d) 2026/2027: \$2,750,000

2.2 the Province will seek approval to provide long term funding of \$9,040,000 for Fiscal Years 2023/24 – 2026/27, to support Collaborative Environmental Stewardship.

3. **Provision of Provincial Funds.** The obligation of the Province to make any payments to 3Nations under this Agreement in any Fiscal Year is subject to:

3.1 The Province obtaining all required mandates and approvals, including any required by Cabinet and Treasury Board;

3.2 3Nations having provided the Province with a report on or before April 30th of each Fiscal Year of this Agreement, in a form collaboratively developed by the Parties, that:

- (a) Outlines project highlights, success indicators and outcomes to reflect how this Agreement has contributed to improving community well-being;
- (b) Provides an outline for each area contemplated under this Agreement that includes objectives, milestones and key steps;

- (c) Describes on an annual basis how the Funds were used in a manner consistent with this Agreement in the prior Fiscal Year; and
- (d) 3Nations having provided the Province a work plan for that current Fiscal Year and that it is satisfactory and confirmed in writing by the Province, acting reasonably.

3.3 **Financial Administration Act.** The obligation of the Province to make any payments to 3Nations under this Agreement in any Fiscal Year is subject to:

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

4. **Return of Funds.** Any portion of the funds provided by the Province that cannot be used or are not used according to the terms of this Agreement are repayable to the Province.

## SCHEDULE B – OTHER PROVISIONS

1. **Term.** The term of this Agreement will commence as of the Effective Date and continue until March 31<sup>st</sup>, 2027, unless terminated by either Party in accordance with section 2 below.
2. **Termination.** Any Party may terminate this Agreement by providing 60 days advance written notice to the other Party setting out the reasons for the termination and the date on which termination takes effect.
3. **Expiry.** The Parties will negotiate in good faith to reach agreement to extend the term or replace this Agreement prior to expiry. In the event that the Parties wish to extend the term or replace this Agreement, the Parties will seek to establish stable and predictable funding.
4. **Amendment.** This Agreement may be amended by written agreement signed by authorized representatives of the Parties.
5. **Waiver.** Any waiver of a provision of this Agreement must be made in writing by the Party who benefits from the obligation waived and will not be a waiver of any other provision, obligation, or subsequent default of that provision.
6. **Other Agreements.** Over time, the Parties may wish to expand their partnership by entering into new arrangements with other Provincial ministries that reflect the principles of this Agreement. This Agreement does not preclude 3Nations or any of the Nations from participating in any government funding, program, or initiative for which they may be eligible.
7. **Dispute Resolution.** If a Party serves written notice of a dispute regarding the interpretation or implementation of this Agreement or written notice to terminate this Agreement, the Parties will meet to discuss and attempt to resolve the dispute with direction from their respective principals and will utilize any dispute resolution mechanism agreed to by the Parties.
8. **Notice.** Any notice, document or communication required or permitted to be given under this Agreement must be in writing and delivered by hand or electronic transmission as follows, or such other addresses as the Party may advise in writing:  
  
To 3Nations: Tahltan, Kaska, Tlingit - 3Nations Society  
113 Kluachon Subdivision  
Iskut, BC, V0J 1K0  
Attention: Michelle Miller  
  
To the Province: Ministry of Indigenous Relations and Reconciliation  
P.O. Box Stn. Prov. Govt. Victoria, B.C. V8W 9B1  
Attention: Deputy Minister
9. **Not a Treaty.** This Agreement does not constitute a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
10. **Representations and Warranties.** Each Party to the Agreement represents and warrants, with the intent and understanding that they will be relied on by the other Party in entering into this Agreement, that:

- (a) It has the legal power, right, capacity and authority to enter into this Agreement;
- (b) Each has taken all necessary actions and approvals needed to enter into this Agreement;
- (c) Each has obtained or had the opportunity to obtain legal advice with respect to this Agreement; and
- (d) This Agreement forms a valid and binding obligation on them.

11. **Section 35 rights:** Nothing in this agreement will be construed:

- (a) As establishing, defining, limiting, denying, abrogating or derogating any title or right of any of the Nations recognized and affirmed in section 35(1) of the *Constitution Act, 1982*;
- (b) As in any way limiting the position any of the Nations may take in any process or proceeding, including any negotiation or litigation;
- (c) As fulfilling or discharging any Crown duty to consult or accommodate any of the Nations regarding any authorization, decision, or approval.

12. **Existing agreements:** Nothing in this Agreement is intended to amend or otherwise modify any existing protocols and agreements between the Parties, or between the Province and any of the Nations.

13. **No Partnership or Agency.** This Agreement does not create, and will not be construed as creating, any a joint venture, partnership or any type of association, and the Parties agree they are not authorized to act as agent or principal for each other with respect to any matter. For greater certainty, nothing in this Agreement is intended to create or refer to a partnership within the meaning of the *Partnership Act*.

14. **Ambiguity.** In this Agreement, there will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.

15. **Execution and Counterparts.** This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other by electronic transmission. All extended counterparts taken together with constitute one agreement.