

This Agreement is dated Aug 8, 2024 (the “Effective Date”).

**GOVERNMENT-TO-GOVERNMENT (“G2G”) AGREEMENT
(the “Agreement”)**

BETWEEN:

His Majesty the King in Right of the Province of British Columbia, as represented by the Minister of Indigenous Relations and Reconciliation (“**MIRR**”)

(“**British Columbia**” or “**BC**”)

AND:

Lheidli T’enneh, on its own behalf and on behalf of its members

(“**Lheidli**”)

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

WHEREAS:

- A.** BC recognizes that Lheidli Aboriginal rights and title exist in Lheidli territory (the area identified by Lheidli and shown on the map attached as Schedule A which forms part of this Agreement, referred to as the “Territory”), and Lheidli has responsibilities in respect of its Territory;
- B.** BC is committed to working towards the implementation of the United Nations Declaration on the Rights of Indigenous Peoples (the “UN Declaration”) through the *Declaration on the Rights of Indigenous Peoples Act* (the “Declaration Act”), and is committed to working in partnership with Indigenous peoples in British Columbia to establish positive G2G relationships built on a foundation of respect, rights and reconciliation;
- C.** The Parties signed the Interim G2G Agreement on March 17, 2022 which established a collaborative, step-wise approach to strengthen the G2G relationship and advance reconciliation;
- D.** The Parties wish to reaffirm their commitment to working together in a collaborative step-wise manner to advance reconciliation through this agreement.
- E.** BC supports Lheidli’s interests in exploring opportunities to advance active participation in the forest economy, collaborative stewardship initiatives, economic development opportunities, and the co-management of land in the Territory; and
- F.** The Parties recognize that it is in the interest of both Parties to foster a stronger and more collaborative G2G relationship and that the building of cooperative and respectful

working relationships depends on their ability to recognize, explore and creatively resolve differences which may arise between them.

NOW THEREFORE, the Parties agree as follows:

PART 1 - PURPOSE

1.1 **Purpose.** This Agreement is intended to foster and build upon a positive and respectful G2G relationship that:

- a) enables the Parties to work creatively and collaboratively to advance reconciliation in the following priority areas:
 - (i) forestry, in relation to economic opportunities and collaborative decision making;
 - (ii) stewardship of lands, wildlife, and forestry; and
 - (iii) supporting Lheidli's economic development goals; and
- b) supports meaningful engagement with Lheidli on a G2G basis and fulfillment of the Province's consultation obligations by providing capacity funding.

PART 2 - PRINCIPLES

2.1 **Principles.** The Parties will be guided by the following principles:

- a) reconciliation is a process which involves working together in a collaborative, step-wise manner, recognizing that meaningful, expedited, incremental steps to achieve mutually-beneficial outcomes are integral to reconciliation;
- b) a true G2G relationship encourages open, respectful communication and innovative problem-solving;
- c) the process of reconciliation includes thought and consideration towards expeditiously closing socio-economic gaps between Lheidli and non-Lheidli communities; and
- d) the work will be informed by consideration of the UN Declaration and the Declaration Act.

PART 3 - ECONOMIC OPPORTUNITIES IN FORESTRY

3.1 **Lheidli Tenure Goals.** The Parties recognize Lheidli's long-term replaceable tenure goal of 450,000 m³/yr in the Prince George Timber Supply Area (the "Lheidli Tenure Goal"). For greater clarity, the Lheidli Tenure Goal does not include the existing Community Forest K1N volume.

3.2 **Progress Towards Lheidli Tenure Goal.** The Parties acknowledge significant progress has been made towards the Lheidli Tenure Goal through the signing of the

2022 Forest Tenure Opportunity Agreement and First Nations Woodland Licence N2E of 380,573 m³/year.

- 3.3 **Forestry Tenure.** The Parties will use reasonable efforts to continue to pursue tenure options to achieve the Lheidli Tenure Goal during the term of this agreement, which may include supporting business to business tenure purchases.
- 3.4 **Additional Approaches.** The Parties will continue to work to identify ways that BC can support Lheidli's participation in the forest economy.

PART 4 - COLLABORATION ON STRATEGIC FORESTRY DECISIONS

- 4.1 **Collaborative Decision-Making.** The Parties recognize their respective decision-making authorities and jurisdictions, and that each Party will make its own decisions based on its own laws, policies, responsibilities, and protocols.
- 4.2 **Collaborative Decision-Making Principles.** The purpose of collaborative decision-making is to increase the compatibility of the Parties' respective decision-making processes in accordance with the following principles:
- a) seeking agreement or consistency between decisions can avoid conflict, lead to durable outcomes, and facilitate sustainable economic development in the Territory;
 - b) collaborative processes should be designed based on the significance of potential impacts and the circumstances of the decisions, as well as the Parties' respective capacities; and
 - c) the Parties will avoid taking positions and will attempt to resolve issues in an interest-based manner.
- 4.3 **Scope of Application.** The collaborative decision-making framework set out in section 4.4 will apply to the following matters:
- a) Section 8 *Forest Act*, allowable annual cut determinations, and Section 10 *Forest Act*, apportionment decisions; and
 - b) subject to the Parties' agreement, other resource development authorizations.
- 4.4 **Collaborative Decision-Making Framework.** The Parties will use the following collaborative decision-making framework for the matters set out in section 4.3:
- a) The Parties will establish a collaboration team to develop a collaboration plan from the onset of major strategic forestry decisions or other resource development authorizations as agreed, that will set out how the Parties will develop consensus recommendations;
 - b) the Parties will use dispute resolution mechanisms set out in section 9.1 to assist them in resolving disagreements on consensus recommendations before making their respective decisions; and

- c) if disagreements cannot be resolved through the dispute resolution mechanisms, each Party may exercise its authority to make decision(s).

4.5 **Other Collaborative Agreements.** For greater certainty, nothing in this Agreement limits the ability of Lheidli to conclude agreements with other provincial ministries for collaborative decision-making processes.

PART 5 - G2G STRUCTURES

5.1 **Structures to Support Building and Enhancing the Relationship.** The Parties agree to maintain the following structures and processes to improve and create certainty regarding the G2G relationship:

- a) **G2G Working Group.** The G2G Working Group is established to develop solutions to the priorities identified by the Leadership Table. Under this Agreement, the G2G Working Group will:
 - (i) be comprised of appropriate representatives from each of the Parties;
 - (ii) oversee the relationship between the Parties;
 - (iii) discuss strategic and operational-level issues and action them through an agreed-to approach before the next G2G Working Group meeting;
 - (iv) establish technical sub-tables, as appropriate, to explore agreed to topics of interest and develop approaches to resolve reoccurring operational issues, including those related to the consultation relationship; and
- b) **Leadership Table.** The Leadership Table is established to discuss the relationship between the Parties, including the progress of negotiations and the effectiveness of the G2G Working Group. The Leadership Table is comprised of:
 - (i) Lheidli's Chief;
 - (ii) MIRR's Chief Negotiator, North Area and equivalent agency representative as necessary.

5.2 **Meetings.** The Parties agree to the following:

- a) **G2G Working Group meetings.** The G2G Working Group will meet quarterly, or as agreed to by the Parties. The Parties will:
 - (i) invite other representatives to contribute subject-matter expertise, as appropriate, to inform discussions on relevant topics;
 - (ii) collaboratively determine agenda topics; and
 - (iii) conduct appropriate follow-up to identified actions.
- b) **Leadership Table meetings.** The Leadership Table will meet as necessary, by agreement of the Parties.

- 5.3 **Staffing changes.** The Parties recognize the importance of staffing consistency for relationship building and agree in good faith to provide reasonable notice for any staffing changes relevant to the G2G Working Group or Leadership Table.
- 5.4 **Reporting.** Representatives of the G2G Working Group will report to the Leadership Table regarding progress in relation to the commitments in this Agreement, as directed by the Leadership Table. The G2G Working Group will also establish appropriate reporting protocols for any sub-tables it establishes, to ensure the purposes of those sub-tables are achieved.

PART 6 - STEWARDSHIP

- 6.1 **Collaborative Stewardship.** The Parties have the shared objective of advancing stewardship initiatives in a collaborative manner within the Territory through G2G discussions and the creation of a Technical Stewardship Sub-Table.
- 6.2 **Technical Stewardship Sub-Table.** The Parties agree to establish a Technical Stewardship Sub-Table to work collaboratively to identify, prioritize, and advance stewardship initiatives in the Territory. The Technical Stewardship Sub-Table will begin this process by:
- a) developing a terms of reference for the sub-table; and
 - b) annually, developing a workplan identifying priority projects for the sub-table to advance in the coming year;
- each of which must be approved by the G2G Working Group.
- 6.3 **Stewardship Interests.** Topics of interest identified by the Parties for potential discussion by the Technical Stewardship Sub-Table may include:
- a) exploring opportunities for Government Actions Regulation orders for Wildlife Habitat Areas and/or Wildlife Management Areas under the *Forest and Range Practices Act*;
 - b) partnerships to develop enhanced forestry inventory through gathering LiDAR data related to Lheidli forestry tenures;
 - c) hydrological monitoring and research;
 - d) activities to facilitate beaver co-existence with linear infrastructure;
 - e) wildlife/habitat monitoring of enhanced logging methodologies;
 - f) developing forestry and wildfire best practices;
 - g) modernized land use planning;
 - h) collaborative stewardship forums; and
 - i) guardian program opportunities.

- 6.4 **Further Mandates.** The Parties acknowledge that specific mandates from their respective leadership may be required to pursue initiatives contemplated in this Part 6, and where the Parties agree to prioritize specific initiatives, each Party will take steps to seek such mandates as appropriate.

PART 7 - ECONOMIC DEVELOPMENT

- 7.1 **Economic Development.** The Parties have the shared objective of advancing economic development initiatives in a collaborative manner within the Territory through G2G discussions and the creation of a Technical Economic Development Sub-Table.

- 7.2 **Economic Development Sub-Table.** The Parties agree to establish a Technical Economic Development Sub-Table to work collaboratively to identify, prioritize, and advance economic development initiatives in the Territory. The Technical Economic Development Sub-Table will begin this process by:

- a) developing a terms of reference for the sub-table; and
- b) annually, developing a workplan identifying priority initiatives for the sub-table to advance in the coming year;

each of which must be approved by the G2G Working Group.

- 7.3 **Economic Development Interests.** Topics of interest identified by the Parties for potential discussion by the Technical Economic Development Sub-Table may include:

- a) strategic economic development planning;
- b) identifying funding opportunities and supporting applications; and
- c) establishment of an economic development fund.

- 7.4 **Further Mandates.** The Parties acknowledge that specific mandates from their respective leadership may be required to pursue initiatives contemplated in this Part 7, and where the Parties agree to prioritize specific initiatives, each Party will take steps to seek such mandates as appropriate.

PART 8 - ENGAGEMENT PROCESS

- 8.1 **Engagement Process.** In relation to statutory and administrative decisions for resource development activities within the Territory that are not covered by the collaborative decision-making framework set out in section 4.4:

- a) BC will continue to discharge its consultation obligations with Lheidli on proposed decisions in the Territory in accordance with s. 35 of the *Constitution Act, 1982*; and
- b) for greater certainty, the Parties will participate in the consultation and engagement processes in good faith.

- 8.2 **Community Engagement.** The Parties acknowledge the shared goal of engaging Lheidli community members in the work accomplished through this and future G2G agreements. The Parties will work collaboratively to establish a process for timely information sharing with Lheidli membership.

PART 9 - DISPUTE RESOLUTION

- 9.1 **Dispute Resolution.** The Parties recognize that the success of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences that may arise between them, and they will endeavor to resolve such differences in a manner that fosters an improved ongoing and respectful government to government relationship. Where an issue related to the implementation or interpretation of this Agreement cannot be adequately addressed, either Party may refer the issue to the Regional Executive Director of MIRR and the Executive Director of Lheidli T'enneh, for direction or assistance. If the issue remains unresolved, the issue will be referred to the Leadership Table for resolution.

PART 10 FUNDING

- 10.1 **Funding.** The Province will provide \$600,000 implementation funding to Lheidli under this Agreement payable as follows:
- a) \$200,000 as soon as practicable following the Effective Date;
 - b) \$200,000 within 30 business days of the first anniversary of the Effective Date;
and
 - c) \$200,000 within 30 business days of the 2nd anniversary of the Effective Date.
- 10.2 **Funding Renewal.** Six months prior to the third anniversary of the Effective Date, the Parties will seek to negotiate the renewal of funding for ongoing implementation of this Agreement.
- 10.3 **Additional funding.** BC, and Lheidli, as applicable, may from time to time seek to secure additional funding to support initiatives developed under this agreement, on a case by case basis and by recommendation of the G2G Working Group.
- 10.4 **Payment Conditions.** Notwithstanding any other provision in this Agreement, any payment of funds by British Columbia to Lheidli under this Agreement is subject to:
- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable British Columbia 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 any expenditure under any appropriation necessary to make such payment.

PART 11 - TERM AND TERMINATION

- 11.1 **Term.** The term of this Agreement will commence on the date it is executed and continue unless terminated by either Party in accordance with section 11.2.
- 11.2 **Termination.** This Agreement may be terminated if:
- a) the Parties agree that another agreement concluded pursuant to this Agreement effectively incorporates the commitments of this Agreement, such that this Agreement becomes redundant; or
 - b) either Party gives the other Party 30 days' written notice of their intent to terminate the Agreement.

PART 12 - GENERAL PROVISIONS

- 12.1 **No Admissions.** Nothing in this Agreement will be construed as:
- a) an admission of the validity of, or any fact or liability in relation to, any claims by either Party; and
 - b) in any way limiting the position the Parties may take in any proceeding or in any discussion or negotiation between the Parties.
- 12.2 **Not a Treaty.** The Parties agree:
- a) this Agreement does not constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*;
 - b) this Agreement does not define, limit, amend, abrogate or derogate from any of Lheidli's Aboriginal title and rights that are recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, and
 - c) further processes are required to establish the scope and geographic extent of Aboriginal rights and title in the Territory.
- 12.3 **Representations and Warranties.**
- a) Lheidli represents and warrants that it has the legal power, capacity and authority to enter into this Agreement and to carry out its obligations in accordance with the terms of this Agreement on its own behalf and on behalf of its Members, it has taken all necessary actions, and obtained all necessary approvals to enter into this Agreement for and on behalf of its members, and that this Agreement is a valid and binding obligation on Lheidli.
 - b) British Columbia represents and warrants that it has the authority to enter into this Agreement and to carry out its obligations in accordance with the terms of this Agreement, and that this Agreement is a valid and binding obligation on British Columbia.
- 12.4 **Interpretation.** For purposes of this Agreement:

- a) “including” means “including, but not limited to” and “includes” means “includes, but not limited to”;
- b) recitals and headings are for convenience only and do not form a part of this Agreement or affect its interpretation;
- 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) there will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

12.5 **Amendment.** This Agreement may only be amended by agreement of the Parties in writing.

12.6 **Emergencies.** Nothing in this Agreement affects the ability of either Party to respond to any emergency circumstances.

12.7 **No Fettering.** Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise of any decision-making authority.

12.8 **Notices.** Any notice or other communication that is required to be given by a Party under this Agreement will be in writing, and will be deemed to be validly given to and received by the other Party if given:

- a) personally or by mail, on the date of deliver; or
- b) by email, on the date the email is sent.

12.9 **Addresses for Notice.** The mailing address and email addresses of the Parties are as follows, provided that either Party may at any time give notice to the other Party of any change of contact information:

for British Columbia:

Regional Executive Director
 Ministry of Aboriginal Relations and Reconciliation
 Suite 370, 10003 110 Ave
 Fort St. John, B.C., V1J 6M7
 Attention: Dale Morgan
 Email: Dale.Morgan@gov.bc.ca

for Lheidli:

Lheidli T'enneh
 1041 Wheunun Road

Prince George, BC V2K 5X8
Attention: Chief and Council
Email: dlogan@lheidli.ca

- 12.10 **Execution in Counterpart.** This Agreement may be executed in counterparts and by facsimile or email, and such counterparts, when executed and delivered, will constitute an original and all such counterparts together will constitute one and the same agreement.

[Signature Page on Following Page]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date,
as set out below:

LHEIDLIT'ENNEH

Per: *Dolleen Logan*
Chief Dolleen Logan

Date: *Aug 8, 2024*

PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of
Indigenous Relations & Reconciliation

Per: _____
Honourable Murray Rankin

Date: _____

SCHEDULE "A"
MAP OF LHEIDLİ T'ENNEH TRADITIONAL TERRITORY

