

CROWN LAND MANAGEMENT AGREEMENT

This Agreement is dated for reference May ____, 2010.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,**
as represented by the Minister of Agriculture and Lands
and the Minister of Forests and Range,
acting in his capacity as the Minister responsible for the Integrated Land Management Bureau

(hereinafter “British Columbia” or “Party”)

AND:

DOIG RIVER FIRST NATION,
as represented by Chief of the Doig River First Nation,
PROPHET RIVER FIRST NATION,
as represented by the Chief of the Prophet River First Nation,
WEST MOBERLY FIRST NATIONS,
as represented by the Chief of West Moberly First Nations

(hereinafter collectively the “Treaty 8 First Nations” and
individually each a “Treaty 8 First Nation”)

(each a “Party” and collectively the “Parties”)

PREAMBLE

- Whereas** The *Constitution Act, 1982*, section 35(1) states, “The existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed”;
- Whereas** The Treaty 8 First Nations are signatories to Treaty No. 8 and have rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- Whereas** British Columbia and the Treaty 8 First Nations entered into an Amended Economic Benefits Agreement, 2009, on December 8, 2009;
- Whereas** British Columbia and Treaty 8 First Nations are seeking mutually acceptable reconciliation with respect to Treaty 8 First Nations’ rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, which may be affected by decisions by British Columbia respecting Crown Land management and dispositions;

- Whereas** A successful consultation process requires that the Parties understand each other's interests for efficient and effective consultation;
- Whereas** The Parties acknowledge that the timely provision of Available Relevant Information and Other Relevant Information is important to inform the consultation processes set out in this Agreement;
- Whereas** British Columbia desires to make timely decisions;
- Whereas** The Treaty 8 First Nations desire a collaborative working relationship between Treaty First Nations and British Columbia with respect to Crown Land management, and this Agreement describes how they will work together on the management of Crown Land;
- Whereas** Consultation procedures allow all Parties to focus the appropriate level of resources and engagement on substantial projects; and
- Whereas** The Parties acknowledge that British Columbia and First Nations representatives are engaged in discussions to develop a "New Relationship" between the Province and First Nations and that the discussions may result in new arrangements and enhanced relationships between the Province and First Nations in British Columbia.

THEREFORE the Parties agree as follows.

1. DEFINITIONS

1.1 In this Agreement and the preamble hereto:

"AEBA, 2009" means the Amended Economic Benefits Agreement, 2009, between British Columbia and the Doig River, Prophet River and West Moberly First Nations, effective December 8, 2009;

"Agreement" means this Crown Land Management Agreement;

"Agreement Zones", "Zone A" and "Zone B" mean the geographic areas identified for the purposes of this Agreement, together as Agreement Zones and individually, as Zone A and Zone B on the map attached as Appendix A;

"Available Relevant Information" means the information provided by British Columbia as part of an Information Package, and includes the information listed by British Columbia to complete its Initial Impact Review, as well as other available information that is relevant to a Crown Land Application;

"Board" means the Crown Lands Management Board established in accordance with section 3 of this Agreement;

"Completed Agreement" has the meaning set out in the AEBA, 2009;

“Consultation Summary Report” means the summary of the concerns expressed by a Treaty 8 First Nation (s) and includes any proposed mitigation or accommodation of the Treaty 8 First Nations’ rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, as well as disclosure of any Other Relevant Information and considerations that British Columbia intends to rely upon in making a recommendation to the Decision Maker;

“Coordinating Lands Office” and “CLO” means the office, its designate, or its successor, empowered by the Treaty 8 First Nations to provide administrative and operational support to the Treaty 8 First Nations with respect to the implementation of resource management agreements;

“Crown Land” has the same meaning as in the *Land Act* [R.S.B.C.1996] c. 245;

“Crown Land Application” means any application for the use of provincial Crown Land made under the *Land Act* or under the *Ministry of Lands, Parks and Housing Act*, which for illustrative purposes includes those applications listed in Appendix B;

“Days” means calendar days in this Agreement;

“Decision Maker” means a person with authority, as delegated by the Minister, to make statutory decisions on Crown Land Applications;

“Effective Date” means the date upon which this Agreement is signed by British Columbia and all three of the Treaty 8 First Nations who are Party to it;

“Environmental Assessment Act” means the *Environmental Assessment Act* [S.B.C. 2002] c. 43;

“Government to Government Protocol Agreement” means the agreement entered into by British Columbia and the Treaty 8 First Nations, dated for reference December 17, 2009, as amended from time to time;

“ILMB” means the Integrated Land Management Bureau of the British Columbia or any successor agency;

“Information Package” means

- a. the complete application from the proponent, including supporting documentation and relevant information;
- b. cover letter that provides an explanation of the project;
- c. the Initial Impact Review, accompanied by a list of the information that British Columbia is relying upon for the assessment;
- d. a preliminary streaming decision by British Columbia whether it believes the consultation should follow the notice, basic or substantial consultation process; and
- e. if available, a digital shape file of the proposed project, together with a paper map showing any integrated map layers requested by the Treaty 8 First Nation;

“Initial Impact Review” means the assessment made by British Columbia at the outset of consultation on the potential adverse impacts of a Crown Land Application on the exercise of Treaty 8 First Nations’ rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

“Land Act” means the *Land Act* [R.S.B.C.1996] c. 245;

“Meeting” and **“Meet”** means an assembly of representatives of the Parties in person, by telephone or teleconference, by videoconference or LiveMeeting, or any other mutually agreed upon mechanisms as appropriate in the circumstances;

“Minister” means the Minister of Agriculture and Lands and the Minister of Forests, acting in his capacity as the Minister responsible for the Integrated Land Management Bureau, and as the context requires the Minister of Her Majesty the Queen in Right of British Columbia having responsibility, from time to time, for the *Lands Act* and *Ministry of Lands, Parks and Housing Act*, and includes a designate or delegate of those Ministers;

“Ministry of Lands, Parks and Housing Act” means the *Ministry of Lands, Parks and Housing Act* [R.S.B.C. 1996] c. 307;

“Other Relevant Information” means the documents, studies, reports, maps, research, oral histories, and all other written and oral data shared by British Columbia or the Treaty 8 First Nation(s) during the consultation process; and

“Treaty 8 First Nations” means, for the purposes of this Agreement, the Treaty 8 First Nations signatory to this Agreement and “Treaty 8 First Nation” means any one of these Parties.

2. PURPOSE

2.1 This Agreement describes the framework and process by which the Crown will:

- a. consult with the Treaty 8 First Nations with respect to Crown Land Applications; and
- b. accommodate, where appropriate, Treaty 8 First Nations’ rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

2.2 This Agreement sets out a meaningful consultation process which, if followed in good faith by the Parties in accordance with this Agreement:

- a. is consistent with the honour of the Crown;
- b. provides for the Crown to address the interests and concerns of the Treaty 8 First Nations in good faith and, where appropriate, accommodate Treaty 8 First Nations’ rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- c. establishes mechanisms that will facilitate collaboration between the Parties; and

- d. fosters operational stability in relation to Crown Land Applications.
- 2.3 This Agreement establishes forums and processes that will guide the Parties in their consultations and the resolution of other *Land Act* issues that may arise from time to time.

3. CROWN LANDS MANAGEMENT BOARD

Purpose

- 3.1 The Parties agree to establish within sixty (60) Days of the Effective Date, a Crown Lands Management Board.
- 3.2 The primary function of the Board will be to facilitate enhanced relations between Treaty 8 First Nations and British Columbia with respect to Crown Land management.

Composition of the Board

- 3.3 British Columbia and the Treaty 8 First Nations will each appoint four representatives to the Board with sufficient authority to represent their respective interests, for a total of eight Board members.
- 3.4 The Board members for British Columbia will include at least one representative from the Integrated Land Management Bureau. British Columbia commits to ensuring the participation of appropriate representatives to address agenda topics from ministries or divisions with authority for administering or developing policy for Crown Lands.
- 3.5 The Board members for the Treaty 8 First Nations will be comprised of the Director of the Coordinating Lands Office and three representatives for the Treaty 8 First Nations.
- 3.6 The representatives will be appointed according to internal processes within 60 Days of the Effective Date of the Agreement, and subsequent removals and appointments of their respective representatives will be at the discretion of the principals. The Parties will provide timely written notice to the other Parties of all appointments or removals.
- 3.7 British Columbia and the Treaty 8 First Nations will each appoint one of their members as a Co-Chair. Alternate Co-Chairs may be appointed by British Columbia and the Treaty 8 First Nations, if necessary, from among the Board members.

Rules and Procedures of the Board

- 3.8 The Board will make reasonable efforts to reach consensus in its operations.
- 3.9 The Board:
 - a. will establish rules and procedures for its internal operations;
 - b. may request the Co-Chairs to invite other governments to participate in the processes established under this Agreement on an *ad hoc* basis;

- c. may request that the Co-Chairs invite representatives from Treaty 8 First Nations or other provincial agencies or ministries to participate as needed for specific agenda topics; and
 - d. for the purpose of obtaining a variety of perspectives and access to diverse sources of information, invite non-governmental stakeholders and technical experts to participate in the Board, in an advisory capacity on an *ad hoc* basis.
- 3.10 The Board may establish topic-specific or region-specific *ad hoc* working groups or standing committees to report to the Board as required, commission expert reports, and invite experts to inform the Board as resources permit and circumstances require.
- 3.11 The Board will review its rules and procedures after one year of operation, and periodically thereafter, and, by mutual agreement, may amend the rules and procedures, as required.

Meetings and Communication of the Board

- 3.12 The Board will Meet at least quarterly and, by mutual consent, as frequently as priorities and tasks require, and as resources permit. The first Meeting will be held within 65 Days of Effective Date of the Agreement.
- 3.13 The Board will develop detailed terms of reference within six months.
- 3.14 An annual written report on activities will be prepared by the Co-Chairs for review by the Board to be tabled with the Board principals.
- 3.15 A quorum will consist of four individuals, composed of two representatives each from British Columbia and from Treaty 8 First Nations (also including both Co-Chairs or their respective alternates).
- 3.16 Representatives may attend Meetings by teleconference, videoconference, LiveMeeting or other communications medium.
- 3.17 Minutes, agendas, reports and other information for Meetings of the Board and any other formal communications will be provided through emails, post, fax or other mutually agreed upon mechanisms.

Co-Chairs and Minutes

- 3.18 The Co-Chairs will set agendas, ensure Board members have all relevant documents prior to Meetings, and facilitate Board Meetings.
- 3.19 The responsibility for bringing a minute taker to record minutes for each Meeting will alternate between British Columbia and Treaty 8 First Nations.
- 3.20 The Co-Chairs will distribute minutes to all Board members within two weeks following the Meeting.

3.21 The Co-Chairs will be responsible for ensuring action items are addressed between Meetings.

Roles and Responsibilities of the Board

3.22 The Board may discuss and review issues, including, but not limited to:

- a. unresolved issues from the Crown Lands Application Technical Team, and other *ad hoc* working groups or standing committees;
- b. consultation on major projects that require Crown Land tenures, leases, licenses, Crown grants or other instruments where ILMB is the lead agency and no stand-alone process exists;
- c. improving communications and electronic information exchange (including mapping information) between ILMB, provincial agencies, and Treaty 8 First Nations;
- d. reviewing these consultation procedures and processes as required to improve efficiencies and effectiveness;
- e. developing an interest-based map which, if successful, will be used as one of the criteria in deciding the consultation stream;
- f. integrating Treaty 8 First Nation information and British Columbia information into land referrals and applications;
- g. developing best practices for the treatment of Treaty 8 First Nations information;
- h. exploring opportunities for capacity building, training and education around referrals, applications and Crown Land management for Treaty 8 First Nations members;
- i. facilitating cross-cultural training exchanges and workshops;
- j. improving the working relationship between British Columbia and the Treaty 8 First Nations with respect to the management of Crown Land; and
- k. policy, legislation and new initiatives.

3.23 Treaty 8 First Nations or British Columbia may bring recurring issues relating to Crown Land operational matters to the Board for discussion and potential resolution.

3.24 The Co-Chairs of the Board are responsible for providing, in writing, the recommendations of the Board and any dissenting recommendations, to the Regional Executive Director of ILMB and the Treaty 8 First Nations.

- 3.25 The Board may Meet with the Treaty 8/Northeast Managers Committee in order to:
- a. report on progress;
 - b. improve communications and information exchange between the Board and provincial agencies and Treaty 8 First Nations;
 - c. coordinate on matters pertaining to Crown Land management; and
 - d. develop joint sub-committees or working groups to address identified issues, as resources permit.
- 3.26 A Crown Lands Applications Technical Team will be established by the Parties within 60 Days of Effective Date of the Agreement, consisting of a member from each of the three Treaty 8 First Nations, a CLO representative, at least one ILMB representative and up to three other provincial representatives, who may include individuals with delegated decision-making authority under the *Land Act*.
- 3.27 The Director of the Coordinating Lands Office and an ILMB representative will act as Co-Chairs of the Crown Lands Applications Technical Team, and invite the relevant participants to Meetings depending on agenda items.
- 3.28 The Crown Lands Applications Technical Team will Meet at least eight times per year to review *Land Act* applications, and such other agenda items as the Co-Chairs may agree upon.
- 3.29 The Crown Lands Applications Technical Team will work to develop a process by which all Parties agree on criteria to be used to assist with deciding the preliminary consultation streaming as either: Level One (notice), Level Two (basic) or Level Three (substantial).
- 3.30 In accordance with section 4.9 below, the Crown Lands Applications Technical Team may act as a forum for the Treaty 8 First Nations and British Columbia to collaboratively discuss the level of consultation that may be required for proposed Crown Land Applications.
- 3.31 The Parties agree to provide the Crown Lands Applications Technical Team with all Available Relevant Information and all Other Relevant Information pertaining to the Crown Land Applications that are streamed as basic.
- 3.32 A review will be conducted at the one year anniversary of the Agreement, to consider how the Board and the Crown Lands Applications Technical Team and its relationship to the Board is functioning and its value to British Columbia and the Treaty 8 First Nations, and may include, but will not be limited to:
- a. coordination of the Board and the Crown Lands Applications Technical Team activities with other efforts by the provincial government and the Treaty 8 First Nations to improve and coordinate consultation activities, specifically examining new ways to streamline consultation, improve communications between the

Parties, reduce duplication of effort, and increase effectiveness of any consultation that is undertaken; and

- b. ensuring that the consultation resources available to the Parties are used most effectively.

4. CONSULTATION PROCESS

- 4.1 This section sets out the Parties' intentions to reach, as appropriate, mutually agreeable accommodation outcomes through effective, efficient and meaningful consultation.
- 4.2 The consultation and, as appropriate, accommodation process will include consideration of the degree to which a Crown Land Application may impact the Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 4.3 Within Zone A, the Parties agree to follow the procedures set out below. The consultation procedures are intended to set out a framework for consultation and are not intended to be exhaustive in nature. The Parties, either through the Board or the Crown Lands Applications Technical Team may agree to amend or refine the consultation processes from time to time.
- 4.4 The Parties may agree to adopt other consultation processes on a case by case basis, depending upon the nature of the project proposal.
- 4.5 The Parties understand that the consultation processes set out in this Agreement may not apply in circumstances where a Crown Land Application is subject to an environmental assessment undertaken under the *Environmental Assessment Act* or for other Crown Land Applications that the Parties agree requires a specific consultation process.
- 4.6 The Parties agree that the sharing of Available Relevant Information and Other Relevant Information in a timely manner is essential to government-to-government consultations in land use and resource decision making to inform sound decisions on Crown Land Applications, including the development and implementation of avoidance, mitigation, or other accommodation measures.
- 4.7 The Parties agree to make reasonable efforts to comply with the timelines set out in this section.

Procedures

- 4.8 Within thirty (30) Days of receipt of a complete Crown Land Application, British Columbia will provide an Information Package to each Treaty 8 First Nation with a copy to the Coordinating Lands Office.
- 4.9 A Treaty 8 First Nation may respond to the Information Package. A Treaty 8 First Nation will communicate a change to the preliminary streaming decision within fifteen (15) Days of receipt of the Information Package.

Basic Consultation

- 4.10 The Parties agree that the Crown Lands Applications Technical Team will be the primary forum to address applications that are streamed as basic level consultation.
- 4.11 The Crown Lands Applications Technical Team will Meet to review all current Crown Land Applications streamed as basic consultation.
- 4.12 The Co-chairs will send minutes and/or any records of actions or decisions of each Crown Lands Applications Technical Team Meeting to each of the Treaty 8 First Nations.
- 4.13 The Treaty 8 First Nation will respond within a reasonable time to receipt of the minutes and may confirm the minutes, alter the streaming decision as a result of the Crown Lands Applications Technical Team Meeting, request Meetings for specific Crown Land Applications, or send a final letter regarding the Crown Land Application.
- 4.14 Where further consultation is required, Meetings for specific Crown Land Applications that are identified as substantial consultation will be set within a reasonable time with a Treaty 8 First Nation.
- 4.15 The Parties agree to complete basic consultation within sixty (60) Days of receipt of the Information Package by the Treaty 8 First Nation.
- 4.16 A Treaty 8 First Nation may request an extension to respond to a particular Crown Land Application and British Columbia agrees that it will not unreasonably deny any reasonable requests for an extension.

Substantial Consultation

- 4.17 For any Crown Land Application which British Columbia or a Treaty 8 First Nation determines to be a substantial application, the Parties will hold a Meeting within thirty (30) Days of receipt of the Information Package, or such other reasonable time as the Parties may agree, to jointly develop a consultation plan, which may include, among other things, Meeting dates and locations, proponent participation, information requirements, site visits, timelines for responses, as well as potential mitigation and accommodation measures.
- 4.18 In the event that all Parties agree, the Treaty 8 First Nations and British Columbia may Meet collectively to carry out the consultation process.
- 4.19 The Parties may agree that any issue that arises during substantial consultation may be brought to either the Crown Lands Applications Technical Team or the Board for discussion.
- 4.20 Prior to a Crown Land Application being forwarded to the Minister's Decision Maker, the Treaty 8 First Nations will be provided with the Consultation Summary Report.
- 4.21 British Columbia will provide with the Consultation Summary Report a list of all Other Relevant Information, whether provided by the Treaty 8 First Nation, the proponent, other agencies or ministries of government, including the federal government, unless such

information is exempt from disclosure pursuant to the *Freedom of Information and Protection of Privacy Act*.

- 4.22 If they have any concerns with the Consultation Summary Report, the Treaty 8 First Nations agree to respond in writing within twenty-one (21) Days of receipt of the Consultation Summary Report. A Treaty 8 First Nation may request a reasonable extension of time, if Other Relevant information has not been disclosed to that Treaty 8 First Nation. Requests for Other Relevant Information or extensions of time will not be unreasonably denied.
- 4.23 In the event that a Treaty 8 First Nation disagrees with the Consultation Summary Report it may choose to correspond directly with the Decision Maker setting out its own recommendations for consideration.
- 4.24 A Treaty 8 First Nation may request a Meeting with the Decision Maker during the consultation process, and British Columbia agrees that the request will not be unreasonably denied.
- 4.25 British Columbia will within twenty-one (21) Days of making a decision on a Crown Land Application, provide to each Treaty 8 First Nation written reasons setting out its rationale for its decision, including how the Treaty 8 First Nation's identified interests were mitigated, accommodated, as appropriate, or seriously considered, and wherever possible, demonstrably integrated into the decision.

Notice

- 4.26 The Crown Lands Applications Technical Team will strive, within 180 Days of the Effective Date, to identify those types of Crown Land Applications that may be appropriate for a notice streaming decision.
- 4.27 Subject to section 4.26, British Columbia will provide notice to each Treaty 8 First Nation, with a copy to the Coordinating Land Office, of a Crown Land Application and British Columbia may proceed to make a decision within fifteen (15) Days, if no concerns are brought forward by a Treaty 8 First Nation.
- 4.28 If a Treaty 8 First Nation has concerns with the streaming decision, it will communicate a change to the preliminary streaming decision within fifteen (15) Days of receipt of the notice.

5. CONSULTATION IN ZONE B

- 5.1 British Columbia will provide the Treaty 8 First Nations with written notice of any Crown Land Applications in Zone B as illustrated on the map attached as Appendix A.
- 5.2 If consultation is requested by a Treaty 8 First Nation, after receipt of a written notice described in section 5.1, British Columbia will consult with that Treaty 8 First Nation, in accordance with this Agreement.

6. INFORMATION MANAGEMENT

- 6.1 The Parties acknowledge that Treaty 8 First Nations' information may be confidential in nature, and if so identified in writing, British Columbia will seek to restrict public access to that information, subject to disclosure requirements under the *Freedom of Information and Protection of Privacy Act*, (RSBC 1996) c.165 and taking into account, in particular, protections accorded by sections 16 and 18 in that Act.
- 6.2 If British Columbia receives a request under the *Freedom of Information and Protection of Privacy Act* for the disclosure of information received from and specifically identified as confidential by a Treaty 8 First Nation, British Columbia will provide that Treaty 8 First Nation with an opportunity to express the First Nation's views regarding any impacts that may arise from the requested disclosure.
- 6.3 The Parties acknowledge that information provided by a Treaty 8 First Nation in the course of a particular consultation process with respect to a Crown Land Application may not necessarily be relevant for another consultation process and it is open to the Parties to discuss the relevancy of information previously provided by the Treaty 8 First Nation in any subsequent consultation process.
- 6.4 When British Columbia shares information received from a Treaty 8 First Nation pursuant to this Agreement with other ministries or agencies of British Columbia, British Columbia will take reasonable steps to ensure that information shared is provided in the same format as it was received by British Columbia.

7. OTHER FIRST NATIONS

- 7.1 Treaty 8 First Nations acknowledge that British Columbia must fulfil any constitutional obligations it may have to consult with other First Nations who are not party to this Agreement with respect to Crown Land Applications in the Agreement Zones.

8.0 COSTS AND PROJECT FUNDING

- 8.1 Each Party will be responsible for its own costs to participate in the processes contemplated under this Agreement.
- 8.2 The Parties will work cooperatively to acquire funds for projects related to processes established under this Agreement, as may be necessary from time to time.
- 8.3 British Columbia and the Treaty 8 First Nations will share equally the food and venue costs for Meetings of the Board and the Crown Lands Applications Technical Team.

9.0 DISPUTE RESOLUTION

- 9.1 The dispute resolution process set out in this Agreement applies only to disputes arising out of the implementation or interpretation of this Agreement.
- 9.2 Any Party may give written notice of a dispute to the other Parties, which notice must include a summary of the particulars of the dispute.

- 9.3 In the event that a dispute arises between the Parties regarding the interpretation or implementation of this Agreement, the Parties agree to the following process as a means to endeavour to resolve the dispute:
- a. the dispute will be referred to the Board;
 - b. the Board will Meet as soon as practicable and make reasonable efforts to resolve the dispute informally by making a consensus recommendation to the Parties;
 - c. if a consensus recommendation is not forthcoming from the Board within 30 Days, any Party may refer the dispute to the Treaty 8-Northeast Managers Committee for resolution in accordance with the Government to Government Protocol Agreement, or may elevate the dispute to other senior levels of the government of British Columbia and Treaty 8 First Nations, for further discussion and potential resolution as per section 6 of the Government to Government Protocol Agreement, or seek mediation under section 9.4; and
 - d. if a consensus recommendation is not forthcoming from the Treaty 8-Northeast Managers Committee members, within 30 Days, any Party may refer the dispute to other senior levels of the government of British Columbia and Treaty 8 First Nations, for further discussion and potential resolution as per section 7 of the Government to Government Protocol Agreement, or seek mediation under section 9.4.
- 9.4 If the processes described in this Part fail to resolve the dispute, any Party may request non-binding mediation by an independent mediator and if all Parties agree to refer the dispute to non-binding mediation, the mediation will be conducted in accordance with sections 10.5 to 10.11 of the AEBA, 2009.
- 9.5 Each Party participating in the mediation will bear its own costs of participation, and British Columbia will bear one-half of the expenses and fees of the mediator and those Treaty 8 First Nations that have not withdrawn from this Agreement, that have participated in the mediation will bear the other one-half of expenses and fees of the mediator.
- 9.6 In the event that there is no mediation of the dispute or if the mediation is unsuccessful, and the dispute is not resolved through mediation, any Party may make application to a court of competent jurisdiction to resolve the interpretation of this Agreement.
- 9.7 For greater certainty, the dispute resolution processes set out in this section are not intended to be used in situations where one or more of the Treaty 8 First Nations disagree(s) with the decision of a Decision Maker, including the adequacy of any measures taken to accommodate the potential adverse impact on a Treaty Right 8 First Nations' right recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, or any other concerns of the Treaty 8 First Nation(s).
- 9.8 The Parties will endeavour to resolve issues or disputes that may arise about the Agreement or its implementation in a timely manner, and in a way that fosters an improved, ongoing, and respectful government-to-government relationship between British Columbia, and the Treaty 8 First Nations.

10.0 AMENDMENT

- 10.1 The Parties will review this Agreement, and, at the request of either the Treaty 8 First Nations or British Columbia, negotiate and attempt to reach agreement on any proposed amendments, but not more frequently than annually.
- 10.2 If any new provincial initiative applicable to British Columbia's consultation processes results in opportunities for the Parties to enhance or otherwise improve their relationship with respect to Crown Lands, the Parties will discuss such provincial initiatives and may negotiate and attempt to reach agreement on an amendment to this Agreement, to take advantage of those new opportunities.
- 10.3 Any amendment to this Agreement must be in writing and duly signed by all Parties.
- 10.4 By written agreement, the Parties may shorten or extend the term of this Agreement.

11.0 NATURE AND INTERPRETATION OF THIS AGREEMENT

- 11.1 This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*, and is not an agreement fixing the western boundary of Treaty No. 8 under section 11.9 below.
- 11.2 Nothing in this Agreement is to be interpreted as defining, creating, recognizing, suspending, affirming, denying, derogating from, abrogating or amending any existing Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 11.3 Nothing in this Agreement is intended, nor will it be deemed, to fetter or derogate from any statutory, regulatory or delegated authority under provincial legislation.
- 11.4 Nothing in this Agreement is to be construed as an acknowledgement or acceptance by British Columbia of Treaty 8 First Nations' assertions of Aboriginal rights or title or an admission of fact or liability, including, without limitation, claims for compensation of any kind arising in relation to such assertions.
- 11.5 This Agreement does not limit the position that a Party may take in future negotiations or court actions or constitute any admission of fact or liability.
- 11.6 This Agreement does not oblige Treaty 8 First Nations or British Columbia to act in a manner inconsistent with their lawful obligations.
- 11.7 British Columbia and the Treaty 8 First Nations acknowledge that they have differing positions regarding the location of the western boundary of the geographic area of Treaty No. 8 and that nothing in this Agreement, and in particular Appendix A, is an admission of fact or liability by British Columbia or the Treaty 8 Nations, or an admission of the position of the other.

- 11.8 British Columbia and the Treaty 8 First Nations acknowledge that they have differing positions regarding the interpretation of Treaty No. 8 and the interpretation of section 35(1) of the *Constitution Act, 1982*, and that nothing in this Agreement, and in particular Appendix A, is an admission of fact or liability by British Columbia or the Treaty 8 Nations, or an admission of the position of the other.
- 11.9 If the location of the western boundary of the geographic area of Treaty No. 8 within British Columbia is eventually agreed upon amongst British Columbia and the Treaty 8 First Nations or is fully and finally determined by a court of competent jurisdiction, in a judgment binding on British Columbia and one or more of the Treaty 8 First Nations then this Agreement will be amended in a manner consistent with the boundary so determined.
- 11.10 This Agreement is not intended to in any way prejudice, limit, or detract from the ability or right of the Treaty 8 First Nations to litigate or otherwise advocate any claims of the Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 11.11 The Parties acknowledge that this Agreement will not affect any ownership or proprietary rights the Treaty 8 First Nations may have in the information provided by the Treaty 8 First Nations in the course of the consultation processes under this Agreement.
- 11.12 All headings in this Agreement are inserted as a matter of convenience only and do not define, limit, enlarge, modify or explain the scope or meaning of this Agreement or any of its provisions.
- 11.13 In this Agreement, words in the singular include the plural and words in the plural include the singular unless the context or any specific definition otherwise requires.
- 11.14 This Agreement will be governed by the applicable laws of British Columbia, Canada and the constitutionally confirmed Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 11.15 For clarity, nothing in this Agreement affects British Columbia's or a Treaty 8 First Nation's ability to respond to any exceptional or emergency circumstance.
- 11.16 Appendix A forms part of this Agreement. Any other appendices are for illustrative purposes only and do not form part of this Agreement.
- 11.17 This Agreement is a Completed Agreement.

12.0 TERM AND TERMINATION

- 12.1 This Agreement will take effect on the Effective Date and will terminate on March 31, 2022, unless it is terminated earlier in accordance with section 12.2.
- 12.2 The Treaty 8 First Nations or British Columbia may terminate this Agreement prior to March 31, 2022 by giving the other Parties 30 Days' written notice of the intent to terminate the Agreement and the reasons for terminating the Agreement.

- 12.3 A Treaty 8 First Nation may withdraw from this Agreement by giving each remaining Treaty 8 First Nation and British Columbia 30 Days' written notice of the intent to withdraw from the Agreement and the reasons for withdrawing from the Agreement.
- 12.4 The withdrawal of a Treaty 8 First Nation from this Agreement does not terminate this Agreement as between the remaining Treaty 8 First Nations and British Columbia.

13.0 COMMUNICATIONS

- 13.1 Where in this Agreement any notice or other communication is required to be given by British Columbia or the Treaty 8 First Nations, it will be made in writing and will be effectively given on the day it is received:
- a. by personal delivery to the respective addresses below;
 - b. by pre-paid registered mail to the respective addresses below; or
 - c. by facsimile to the respective facsimile numbers below.
- 13.2 The addresses and facsimile numbers of British Columbia and each of the Treaty 8 First Nations are set out below and may be changed by giving formal notice under this section.
- 13.3 The notification methods set out in this section do not apply to communications from the Board, the Crown Lands Applications Technical Team or communications regarding the consultation process set out in section 3 and 4 of this Agreement.

British Columbia

Ministry of Agriculture and Lands
Land Program Services Branch
PO Box 9308 STN PROV GOV
Victoria BC V8W 9N1
Facsimile: 250-356-6791

Integrated Land Management Bureau (ILMB)
#370 10003 110th Avenue
Fort St John, BC V1J 6M7
Facsimile: 250-787-3219

Doig River First Nation

PO Box 56
Rose Prairie, BC, V0C 2H0
Facsimile: 250-827-3776

Prophet River First Nation

PO Box 3250
Fort Nelson, BC, V0C 1R0
Facsimile: 250-773-6556

West Moberly First Nations
PO Box 90
Moberly Lake, BC, V0C 1X0
Facsimile: 250-788-3663

Coordinating Lands Office
Treaty 8 Tribal Association
10233 100th Avenue
Fort St. John, BC V1J 1Y8
Facsimile: 250-785-2021

14.0 REPRESENTATIONS AND WARRANTIES

- 14.1 Each Treaty 8 First Nation represents and warrants that its Chief or duly assigned Councillor has the authority to sign this Agreement on behalf of their First Nation as evidenced by a Band Council Resolution.
- 14.2 Each Treaty 8 First Nation represents and warrants that the Treaty 8 First Nation has the authority and legal capacity to enter into this Agreement and to carry out its provisions on behalf of the Treaty 8 First Nation and any individual member or groups of members of the respective Treaty 8 First Nation.
- 14.3 The Ministers are authorized to sign this Agreement on behalf of British Columbia.

15.0 SIGNING/EFFECTIVE DATE

- 15.1 This Agreement may be executed in counterparts and/or by facsimile by the Parties.

15.2 This Agreement comes into effect upon signature by British Columbia and the Chiefs of the Treaty 8 First Nations who are party to it.

Signed on this ____ day of May, 2010.

Signed in the presence of:

***HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as represented
by the Minister of Agriculture and
Lands***

Witness

Honourable Steve Thomson

***HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as
represented by the Minister of
Forests and Range, acting in his
capacity as the Minister responsible
for the Integrated Land Management
Bureau***

Witness

Honourable Pat Bell

Signed on this ____ day of May, 2010.

SIGNED in the presence of:

***DOIG RIVER FIRST NATION,
as represented by the Chief***

Witness

Chief Norman Davis

Signed on this ____ day of May, 2010.

SIGNED in the presence of:

Witness

PROPHET RIVER FIRST NATION,
as represented by the Chief

Chief Lynette Tsakoza

SIGNED in the presence of:

Witness

WEST MOBERLY FIRST NATIONS,
as represented by the Chief

Chief Roland Willson

APPENDIX A

Agreement Zones Map



APPENDIX B

PROPOSED CROWN LAND APPLICATION		TERM (up to YR)
Adventure Tourism/Commercial Recreation		
	Investigative Permit	2
	Temporary Permit	2
	Blanket Permit	No term
	Licence of Occupation	30
	Lease	30
Aggregate and Quarry Materials		
	Investigative Permit	2
	Temporary Permit	2
	Licence of Occupation	10
	Lease	20
	Sale	Permanent
	Reserve – unless lead agency will do consultation	5 review
Agriculture - Extensive		
	Lease Only	30
	Lease to Purchase	5
	Sale	Permanent
Agriculture – Intensive		
	Lease	30
	Sale	Permanent
Aquaculture		
	Investigative Permit	2
	Licence of Occupation	5+5; 20
	Lease	30
	Sale	Permanent
	Reserve – unless lead agency will do consultation	
Commercial - General (Film, Golf Courses, Marinas and Yacht Clubs)		
	Investigative Permit	2
	Temporary Permit	2
	Temporary Permit for Commercial Film – in a sensitive area or may cause disturbance to the land	2
	Temporary Permit for Marina	1 +1
	Licence of Occupation	10
	Licence of Occupation for Commercial Film – in a sensitive area or may cause disturbance to the land	1
	Licence of Occupation for Marina	10
	Lease	30
	Lease for Marina	30
	Lease for Golf Course	30
	Sale	Permanent
Communication Sites		
	Investigative Permit	2

PROPOSED CROWN LAND APPLICATION		TERM (up to YR)
	Licence of Occupation	30
	Lease	30
	Statutory Right of Way	30
	Sale	Permanent
	Transfer of Administration	Min. 5; review
	Transfer of Administration and Control to Canada	60
	Reserve– unless lead agency will do consultation	various
Community and Institutional		
	Free Crown Grants	Permanent
	Nominal Rent tenures	various
Floating Home Community		
	Special Project	various
Industrial - General		
	Investigative Permit	2
	Temporary Permit	2
	Licence of Occupation	10
	Lease	30
	Sale	Permanent
Land and Management Transfers		
	Management Agreement	Negotiable
	Head Lease	60
	Transfer of Administration	Min. 5; review
	Transfer of Administration and Control to Canada	60
Log Handling		
	Investigative Permit	2
	Temporary Permit	2
	Licence of Occupation	10
	Lease	30
Mining		
	Investigative Permit	2
	Temporary Permit	2
	Licence of Occupation	10
	Lease	30
	Sale	Permanent
Private Moorage		
	Licence of Occupation	10
	Lease	20
Reserves, Designations		
	Order in Council Reserve	5; review
	Map Reserves – unless lead agency will do consultation	5; review
	<i>Land Act</i> Designation	5; review
	Prohibition of Use (Order-in-Council)	variable

PROPOSED CROWN LAND APPLICATION		TERM (up to YR)
Residential		
	Licence of Occupation Remote Residential	10
	Licence of Occupation Float Home	10
	Lease Urban and Rural Residential	30
	Lease Shoreland Residential- Permanent	30
	Lease Shoreland Residential- Seasonal	15
	Sale	Permanent
Roadways		
	Work Permit	2-10
	Licence of Occupation	10
	Statutory Right of Way	30
	Public Road Allowances	Permanent
Utilities		
	Investigative Permit	2
	Temporary Permit	2
	Licence of Occupation	various
	Statutory Right of Way	various
	Easement	various
Waterpower		
	Investigative Permit	2
	General Area - Licence of Occupation	10
	Road - Works Permit	2
	Quarry - Licence of Occupation	10
	Communications Site - Licence of Occupation	10
	Powerhouse Site - Lease	20
	Powerhouse Site - Sale	30
	Transmission Line - Right of Way	various
	Road - Licence of Occupation	20
Windpower		
	Investigative Permit	2
	Meteorological Tower - Licence of Occupation	2
	Road - Works Permit	2
	General Area - Licence of Occupation	various*
	Wind Turbine Sites - Licence of Occupation	various*
	Wind Turbine Sites - Lease	various*
	Transmission Line – Licences of Occupation	various*
	Transmission Line - Right of Way	various*
	Road - Licence of Occupation	various*
	Road – Statutory Right-of-way	various*
	Quarry - Licence of Occupation	various*
	Communications Site - Licence of Occupation	various*
	* Term is 10 years or the same term as the Energy Purchase Agreement	

APPENDIX C

CONSULTATION FLOW CHARTS
FOR ILLUSTRATIVE PURPOSES ONLY



