

ENVIRONMENTAL STEWARDSHIP INITIATIVE

CSFN OMINECA DEMONSTRATION PROJECT RENEWAL AGREEMENT

BETWEEN:

Her Majesty the Queen in Right of the Province of British Columbia,
as represented by Minister of Indigenous Relations and Reconciliation,
the Minister of Forests, Lands, Natural Resource Operations and Rural
Development, and the Minister of Energy, Mines and Petroleum
Resources

(“Province”)

AND:

**Nadleh Whut’en, Nak’azdli, Saik’uz First Nation, Stelat’en First
Nation, Takla Lake First Nation, Tl’azt’en Nation, Ts’il Kaz Noh First
Nation (Burns Lake Indian Band),** as represented by their Chief or
authorized representative

(“CSFNs”)

AND:

Carrier Sekani Tribal Council

(“CSTC”)

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

WHEREAS:

- A. The Parties executed an Environmental and Socio Cultural Initiatives Agreement (**“ESCIA”**) on April 2, 2015;
- B. The Parties entered into the Environmental Stewardship Initiative CSFN Omineca Demonstration Project Agreement on October 28, 2016, and amended it on March 28, 2017. That agreement expires on March 31, 2018. The Parties wish to replace it with this Agreement;
- C. The Parties agreed that the Stewardship Working Group (**“SWG”**), established under the ESCIA, would make best efforts to deliver a Cumulating Effects Assessment, Management and Monitoring Framework (**“CEA”**) as part of the Province’s Environmental Stewardship Initiative (**“ESI”**);

- D. The Parties have established the ESI Omineca Regional Stewardship Forum (the “**RSF**”) to support and oversee the development and implementation of projects, and have developed a terms of reference for the RSF;
- E. ESI demonstration projects are intended to address certain environmental issues of mutual interest to First Nations, the Province and the LNG industry;
- F. The Parties have worked collaboratively together to design and implement the cumulative effects ESI demonstration project in the Omineca region that incorporates the CEA (the “**Demonstration Project**”);
- G. The Parties agree that the collaborative stewardship commitments in the ESCIA will continue to be fulfilled through the ongoing implementation of the ESI Demonstration Project; and
- H. The Parties recognize there are enhanced opportunities and benefits of delivering the CEA through the Demonstration Project that might be unavailable outside of the ESI.

NOW THEREFORE in consideration of the promises and mutual covenants and agreements hereinafter set out the Parties agree as follows:

1. DEMONSTRATION PROJECT

- 1.1 The Parties have and will continue to collaborate in designing and implementing the Demonstration Project, which will include the CEA, through the RSF. The Demonstration Project will continue to consider and where possible build on the Province’s Cumulative Effects Framework.
- 1.2 The Parties will make the terms of this Omineca Demonstration Project Renewal Agreement (“**Agreement**”) available to other resource development proponents and other levels of government as appropriate.

2. DEMONSTRATION PROJECT OBJECTIVES

- 2.1 The objectives of the Demonstration Project include the following:
 - 2.1.1 to assess the effects of natural resource development activities based on risks to valued ecosystem components (“**VECs**”) linked to Carrier Sekani Aboriginal title and rights;
 - 2.1.2 to use the results of the Demonstration Project to inform management responses that:
 - a) where appropriate, enhance the conditions of VECs; and
 - b) avoid, minimize, mitigate or otherwise respond appropriately to the effects identified on the VECs; and

- 2.1.3 to generate trusted information that both the CSFNs and the Province can rely on to inform future natural resource decisions, including timber supply reviews and environmental assessments.

3. DEMONSTRATION PROJECT ELEMENTS

- 3.1 The Parties agree to incorporate the following elements into the Demonstration Project:
 - 3.1.1 a defined study area that includes the CSFNs' territories ("**Study Area**");
 - 3.1.2 appropriate spatial, temporal and ecological scales for the assessment of VECs within the Study Area;
 - 3.1.3 the VECs of moose, freshwater and anadromous fishes, and forest biodiversity and related aquatic and terrestrial elements will be assessed as a priority, and the VECs of caribou, fur bearers, and any other additional values determined at the discretion of the Project Team established under 4.1 will also be assessed;
 - 3.1.4 a cumulative effects assessment that considers:
 - a) description of historical baseline conditions and natural variability of the VECs;
 - b) description of current conditions of the VECs;
 - c) description of how the VECs have changed having regard to the effects of past development;
 - d) the ability of Carrier Sekani people to access, use, and harvest VECs in the Study Area;
 - e) the development interests of the Parties including consideration of known resource development plans within the Study Area;
 - f) the Parties' perspectives on desired measurable future states of the VECs;
 - 3.1.5 collaboratively developed recommendations on any needed management responses to address risk to the desired future state of the VECs based on the results of the work under 3.1.4 to inform future decisions in accordance with 4.2;
 - 3.1.6 development of a collaborative approach to engage with relevant stakeholders and resource sector proponents on the management response recommendations in accordance with 4.2.6;

- 3.1.7 development of a monitoring approach to ensure the effectiveness of any management responses implemented as a result of the Demonstration Project through the Project Team;
- 3.1.8 an evaluation of the effectiveness of the methodologies employed in the Demonstration Project and identification of recommended changes to the assessment methodologies that may be desirable to improve the functioning of the Demonstration Project; and
- 3.1.9 use of the best available information, including relevant scientific and traditional knowledge, at all stages of the design and implementation of the Demonstration Project. The Parties may undertake data development initiatives to improve information and eliminate information gaps over time.

4. DEMONSTRATION PROJECT IMPLEMENTATION

- 4.1 The Parties will work collaboratively to implement the elements of the Demonstration Project identified in section 3 under the auspices of the RSF through a project team ("**Project Team**") that:
 - 4.1.1 includes representatives of the CSFNs, and the Province (the "**Principals**");
 - 4.1.2 may, upon agreement by the Principals, include other First Nations participating in the RSF, other parties, including federal agencies, other levels of government, and resource proponents; and
 - 4.1.3 makes decisions on the basis of agreement among the Principals.
- 4.2 The Project Team will:
 - 4.2.1 as soon as practicable following the execution of this Agreement, develop, implement, and maintain a current work plan, including a budget, to carry out the Demonstration Project;
 - 4.2.2 report to the relevant CSFN and the Province's leadership, as required on an ongoing basis;
 - 4.2.3 receive advice and guidance on the Demonstration Project's development and implementation from the RSF;
 - 4.2.4 as a priority, develop recommendations for immediate forest management measures that use existing legislation where possible (the "**Recommendations**");
 - 4.2.5 refer finalized Recommendations to Provincial and CSFN leadership and/or negotiation table;

- 4.2.6 collaboratively develop an immediate forest management measures action plan that will detail the engagement process to be undertaken by the Parties in relation to the Recommendations, including how the Project Team will engage CSFN and non-CSFN communities as well as key stakeholders in a manner that satisfies the Province and CSFNs' respective accountabilities. Knowledge gained through the engagement process will inform the Recommendations to help build support for their timely implementation;
 - 4.2.7 identify how the Recommendations could apply to all natural resource management activities;
 - 4.2.8 develop a proposed terms of reference ("ToR") for broader resource management planning within the Study Area that consider the scope, process, and potential longer-term changes to legislation, regulation, and policies that may be required;
 - 4.2.9 present the ToR to appropriate CSFN and Provincial leadership to make decisions on potential implementation of the ToR; and
 - 4.2.10 support the development of the proposed stewardship framework.
- 4.3 The Province will provide funding through the ESI to pay for the costs of developing and implementing the Demonstration Project, including travel costs incurred by CSFN representatives to participate in the RSF and Project Team.
- 4.4 The Parties will exercise reasonable efforts to ensure stable funding for the implementation of the Demonstration Project is obtained through the ESI and other available sources.

5. GENERAL PROVISIONS

- 5.1 This Agreement and the Demonstration Project do not:
- 5.1.1 constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*;
 - 5.1.2 define, limit, amend, abrogate or derogate from any rights recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;
 - 5.1.3 create processes to establish the scope and geographic extent of rights including Aboriginal title under section 35(1) of the *Constitution Act, 1982*;
 - 5.1.4 interfere with the decision making authority or jurisdiction of any Party or fetter the discretion of any decision making authority; or
 - 5.1.5 replace or interfere with processes undertaken by the BC Environmental Assessment Office pursuant to the *Environmental Assessment Act* or the Canadian Environmental Assessment Agency under the *Canadian Environmental Assessment Act, 2012*. For greater certainty the

Demonstration Projects are not a Class Assessment pursuant to the *Environmental Assessment Act*.

- 5.2 The Parties agree that collaboration and engagement on proposed natural resource activities are ongoing and the Demonstration Project may inform those processes.
- 5.3 The CSFNs agree that the Demonstration Project developed under this Agreement is a step towards fulfilling the Parties' commitment to collaboratively develop a CEA under section 7 of the ESCIA.
- 5.4 The Parties agree that where information is shared with the Province for the purposes of this Agreement or the Demonstration Project and that information is clearly identified as confidential or sensitive information of any CSFN:
 - 5.4.1 the Province will make all reasonable efforts to prevent the disclosure of such information, subject to disclosure requirements under the *Freedom of Information and Protection of Privacy Act*, or as otherwise required by law; and
 - 5.4.2 where the Province receives a request under the *Freedom of Information and Protection of Privacy Act*, for disclosure of such information, the Province will provide the CSFN from whom it received the information with a notice of the request and the opportunity to express its views regarding the disclosure.
- 5.5 The Parties agree they may need to take further steps or enter into further agreements with respect to use or disclosure of confidential information, including traditional knowledge, as part of the implementation of this Agreement and/or the Demonstration Project.
- 5.6 This Agreement may be amended by agreement of the Parties in writing.
- 5.7 This Agreement will commence on execution and will replace the previous Environmental Stewardship Initiative CSFN Omineca Demonstration Project Agreement entered into on October 28, 2016 and amended on March 28, 2017.
- 5.8 The term of this Agreement will be from the date its execution until March 31, 2021, or when the elements in section 3.0 and 4.0 of the Agreement are completed to the satisfaction of the Parties, whichever is sooner.
- 5.9 Prior to the expiration of the term under s. 5.8, the Parties will review the success of this Agreement in meeting the Parties' objectives and the Parties may agree to extend the term of this Agreement.
- 5.10 This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party by facsimile or email transmission.

IN WITNESS WHEREOF the Parties have executed this Agreement as set out below.

Signed on behalf of Her Majesty the Queen In Right of the Province of British Columbia by the Minister of Indigenous Relations and Reconciliation

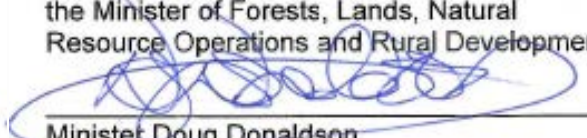


Minister Scott Fraser

May 8, 2018

Date

Signed on behalf of Her Majesty the Queen In Right of the Province of British Columbia by the Minister of Forests, Lands, Natural Resource Operations and Rural Development

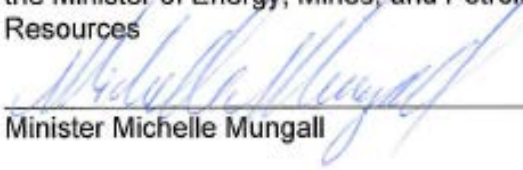


Minister Doug Donaldson

May 8, 2018

Date

Signed on behalf of Her Majesty the Queen In Right of the Province of British Columbia by the Minister of Energy, Mines, and Petroleum Resources

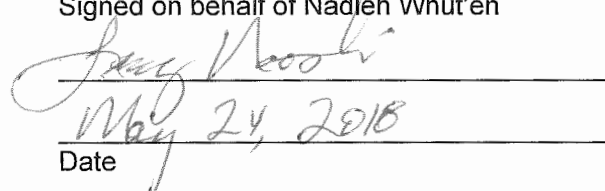


Minister Michelle Mungall

May 8, 2018

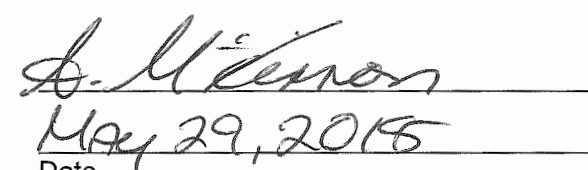
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Signed on behalf of Nadleh Whut'en


Date

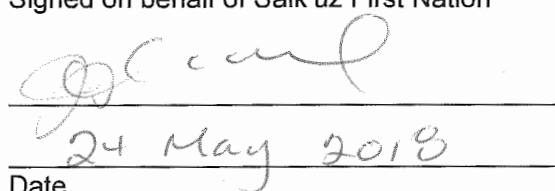
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Signed on behalf of Nak'azdli Whut'en


Date

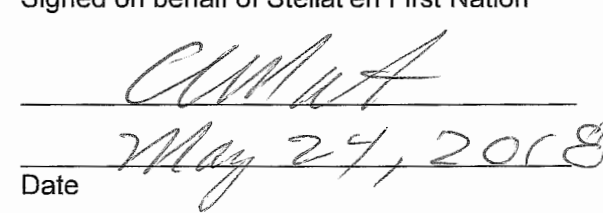
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Signed on behalf of Saik'uz First Nation


Date

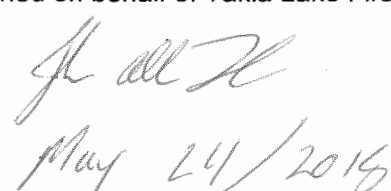
Date

Signed on behalf of Stellat'en First Nation


Date

Date

Signed on behalf of Takla Lake First Nation


Date

Signed on behalf of Tl'azt'en Nation

Beverly John (son)
June 8/2018
Date

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-
Date

Signed on behalf of Tsil Kaz Koh (Burns Lake Indian Band)

[Signature]
May 24, 2018
Date

Signed on behalf of Carrier Sekani Tribal Council

[Signature]
May 24/2018
Date

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