

Final Agreement

THIS AGREEMENT dated for reference this 29th day of September, 2008.

BETWEEN:

Blueberry River First Nations

As represented by the Chief of the Blueberry River First Nations

("Blueberry River First Nations")

AND

Her Majesty the Queen in Right of the Province of British Columbia

As represented by the Minister of Aboriginal Relations and Reconciliation

("British Columbia")

Each a "Party"

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** Blueberry River First Nations is a party to Treaty No. 8;
- Whereas** British Columbia and Blueberry River First Nations enter this Agreement without prejudice to each Party's interpretation of Treaty No. 8;
- Whereas** British Columbia and Blueberry River First Nations have entered into a Blueberry River First Nations Negotiation Protocol Agreement (dated December 2, 2005, replaced March 8, 2007 and amended March 4, 2008, June 30, 2008 and July 29, 2008) under which they agreed to negotiate and attempt to reach agreements as set out in the Negotiation Protocol Agreement dated March 8, 2007, as amended, including Completed Agreements in relation to the Outstanding Issues and this Final Agreement;
- Whereas** British Columbia and Blueberry River First Nations committed to conduct negotiations in accordance with a government-to-government relationship and within the framework of the Constitution of Canada, Treaty No. 8 and the Blueberry River First Nation Negotiation Protocol Agreements;

Whereas British Columbia and Blueberry River First Nations have entered into the following Completed Agreements: Blueberry River First Nations Economic Benefits Agreement, Strategic Land Use Planning Agreement, Long Term Oil and Gas Agreement, Mining and Minerals Protocol Agreement, Forestry Agreement, Parks Consultation and Collaboration Agreement, Wildlife Consultation and Collaboration Agreement, and Crown Land Consultation and Collaboration Agreement.

Whereas British Columbia and Blueberry River First Nations have sought through the negotiation of the Completed Agreements a mutually acceptable reconciliation with respect to Section 35(1) Rights, which may be affected by decisions respecting land and resource management by British Columbia in the Treaty 8 Territory; and

Whereas The Parties acknowledge that this Final Agreement resolves, to their satisfaction, the Outstanding Issues.

Therefore The Parties agree as follows:

1. DEFINITIONS

In this Agreement and the Preamble hereto:

“Agreement” means this Final Agreement.

“Blueberry River First Nations Consultation Area” means the area depicted in the map attached as “Appendix B”.

“Completed Agreements” means the agreements listed in “Appendix A”, as amended from time to time.

“Economic Benefits Agreement” means the agreement entitled Blueberry River First Nations Economic Benefits Agreement and entered into by the Blueberry River First Nations and British Columbia dated June 2, 2006, as amended.

“Effective Date” means the date upon which the Agreement comes into force under section 11.

“Outstanding Issues” means the issues set out in “Appendix A”.

“Parties” means Blueberry River First Nations and British Columbia.

“Section 35(1) Rights” means those existing rights of Blueberry River First Nations as may now or hereafter be interpreted by a court of competent jurisdiction as recognised and affirmed by Section 35(1) of the *Constitution Act, 1982*.

“Treaty 8 Territory” means the geographic area covered by Treaty No. 8 within British Columbia as described in Appendix 2 of the Economic Benefits Agreement.

2. THE PURPOSE AND NATURE OF THE AGREEMENT

- (a) The purpose of this Agreement is to affirm a new and ongoing relationship founded on the basis of mutual respect and understanding.
- (b) This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
- (c) The Parties agree that this Agreement constitutes, for the purposes of the Economic Benefits Agreement and the Blueberry River First Nations/British Columbia Negotiation Protocol Agreement, dated March 8, 2007, as amended, the Final Agreement which links the Completed Agreements and resolves, to the satisfaction of the Parties, the Outstanding Issues.

3. FUTURE AGREEMENTS

- (a) The Parties may agree to negotiate other agreements during the term of this Agreement.
- (b) An agreement concluded by the Parties pursuant to section 3(a) will on its Effective Date be a Completed Agreement for the purposes of this Agreement and the Economic Benefits Agreement, and Appendix A will be deemed to be amended by the addition of the new agreement to the list set out in Appendix A.

4. TERMINATION

- (a) If prior to March 31, 2020, any Completed Agreement expires and is not renewed or replaced prior to its expiry or is terminated in accordance with its terms then, without limiting any other remedies that may be available under this Agreement, the Economic Benefits Agreement or that Completed Agreement, either Party may terminate this Agreement.

5. TERM OF THIS AGREEMENT

- (a) This Agreement will terminate on the occurrence of the earliest of any of the following events:
 - (i) the mutual agreement of the Parties;
 - (ii) termination in accordance with section 4(a); or
 - (iii) March 31, 2020.

6. INTERPRETATION OF THIS AGREEMENT

- (a) Nothing in this Agreement is to be interpreted as defining, creating, recognizing, suspending, affirming, denying, derogating, abrogating or amending any existing rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982* of Blueberry River First Nations, other than as provided in this Agreement.
- (b) Nothing in this Agreement is to be interpreted as defining, creating, recognizing, suspending, affirming, denying, derogating, abrogating or amending any existing rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982* of any other First Nation.
- (c) Nothing in this Agreement is intended to, nor shall it be deemed to, derogate from any statutory, regulatory or delegated authority under the Statutes of British Columbia or Canada as amended from time to time and for greater certainty, nothing in this Agreement shall be interpreted in a manner that requires British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any applicable provincial authority.
- (d) Nothing in this Agreement is to be construed as an acknowledgement or acceptance by British Columbia of Blueberry River First Nations' assertions of aboriginal rights or title or an admission of fact or liability, including, without limitation, claims for compensation of any kind whatsoever or whensoever arising in relation to such assertions.
- (e) Nothing in this Agreement is to be construed as an admission of fact or liability, including, without limitation, in relation to claims for land, benefits or compensation of any kind whatsoever or whensoever arising in relation to Section 35(1) Rights or with respect to the location of the western boundary of the geographic area of Treaty No. 8.

- (f) The Parties acknowledge that each of them has a different position regarding both the interpretation of Treaty No. 8 and the location of the western boundary of the geographic area of Treaty No. 8 and that nothing in this Agreement is to be construed as an acceptance nor admission by British Columbia or Blueberry River First Nations of the position of the other Party as to the interpretation of Treaty No. 8 or of the location of the western boundary and this Agreement is without prejudice to the positions the Parties may take with respect thereto.
- (g) The Parties acknowledge that each has a differing position regarding the interpretation of Section 35(1) Rights and that nothing in this Agreement is to be construed as an acceptance, nor admission by British Columbia or Blueberry River First Nations of the position of the other Party as to the interpretation of Section 35(1) Rights.
- (h) This Agreement does not limit or preclude any Treaty Land Entitlement claims or Specific Claims made under the Government of Canada Specific Claims Program by Blueberry River First Nations.
- (i) Other than as provided in this Agreement, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.

7. AMENDMENT

- (a) Any amendment to the terms and conditions of this Agreement must be in writing and duly executed by the Parties.

8. NOTICE

- (a) Where in this Agreement any notice or other communication is required to be given by either of the Parties, it will be made in writing. It will be effectively given:
 - (i) by delivery to the address of the Party set out below, on the date of delivery;
 - (ii) by pre-paid registered mail to the address of the Party mentioned in this Agreement, on the date the registered mail is delivered; or

(iii) by facsimile, to the facsimile number of the Party, mentioned in this Agreement, on the date the facsimile is sent.

(b) Any notice or other communication will be deemed to have been given on the date it is actually received if it is received before 4:00 p.m. If the notice or other communication is received after 4:00 p.m., it will be deemed to have been received on the next business day.

(c) The address and facsimile numbers of the Parties are:

Blueberry River First Nations: PO Box 3009 Buick Creek, B.C. V0C 2R0 Fax: 250-630-2588	British Columbia: Executive Director Negotiations Ministry of Aboriginal Relations and Reconciliation PO Box 9100 STN PROV GOVT Victoria, BC V8W 9B1 Fax: 250-387-0887
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9. REPRESENTATION AND WARRANTIES

- (a) Blueberry River First Nations represents and warrants that its Chief or duly assigned Councillor(s), have the authority to sign and that the Blueberry River First Nations has the authority and legal capacity to enter into this Agreement and to carry out its provisions.
- (b) The Blueberry River First Nations Chief and Council represent and warrant that they have the authority for all purposes of this Agreement.
- (c) The Minister of Aboriginal Relations and Reconciliation is authorized to sign this Agreement on behalf of British Columbia.

10. GENERAL PROVISIONS

- (a) In this Agreement, unless the context otherwise requires,
 - (i) words in the singular include the plural and words in the plural include the singular; and
 - (ii) references to this Agreement include the Appendices attached to it.
- (b) In this Agreement, any reference to a statute includes all regulations made under that statute and any amendments or replacement thereof.
- (c) The headings in this agreement are inserted solely for convenience and will not control or affect the meaning or construction of any part of this agreement.
- (d) Each Appendix to this Agreement forms part of this Agreement.
- (e) There shall be no presumption that any ambiguity in any of the terms of this agreement should be interpreted in favour of any Party.
- (f) No term, condition, covenant or other provision of this Agreement will be considered to have been waived by a Party unless such waiver is expressed in writing by the Party.
- (g) This agreement shall be governed by the applicable laws of Canada and British Columbia.
- (h) This Agreement may be executed in counterparts and/or by facsimile by the Parties and such counterparts, when executed and delivered, will be deemed to constitute original documents and such counterparts together will constitute one and the same agreement.

11. EFFECTIVE DATE


- (a) This Agreement comes into effect upon signing by either the Chief or duly assigned Councillor(s), as so authorized by and on behalf of Blueberry River First Nations and British Columbia on the date on which the last Party has signed it.

SIGNED this 29th day of Sept., 2008
in the presence of:

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as represented
by the Minister of Aboriginal Relations
and Reconciliation



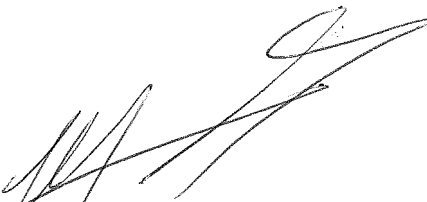
Witness



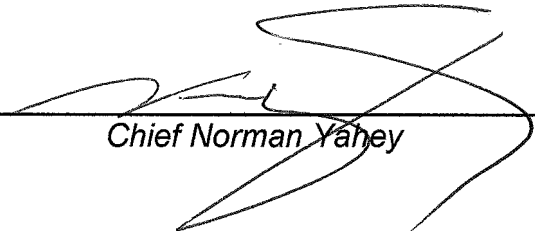
Honourable Mike de Jong

SIGNED this 19 day of SEPT, 2008
in the presence of:

BLUEBERRY RIVER FIRST NATIONS
as represented by the Chief



Witness



Chief Norman Yahay

APPENDIX A

OUTSTANDING ISSUES AND COMPLETED AGREEMENTS

Outstanding Issues	Completed Agreements
Revenue generation, including revenue-sharing and economic benefits	Blueberry River First Nations Economic Benefits Agreement - June 2, 2006
Compensation, but not including compensation for alleged past infringements of Section 35(1) Rights or for alleged infringements that may occur subsequent to the termination of this Agreement	Blueberry River First Nations Economic Benefits Agreement - June 2, 2006
Resource management-oil and gas consultation	Long Term Oil and Gas Agreement – January 15, 2007
Resource management-mines and minerals consultation	Mining and Minerals Protocol Agreement - December 20, 2006
Resource management-forestry	Forestry Agreement – December 1, 2006
Resource management-strategic land use planning	Strategic Land Use Planning Agreement - March 15, 2007
Resource management-Provincial Parks collaboration and management	Parks Consultation and Collaboration Agreement – September 16, 2008
Resource management-Wildlife consultation and collaboration	Wildlife Consultation and Collaboration Agreement – September 16, 2008
Resource management-Crown Land consultation	Crown Land Consultation and Collaboration Agreement – August 25, 2008

APPENDIX B BLUEBERRY RIVER FIRST NATIONS CONSULTATION AREA

