

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

BETWEEN:

Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Indigenous Relations and Reconciliation (“**MIRR**”) and the Minister of Forests, Lands, Natural Resource Operations and Rural Development (“**FLNRORD**”)

(“**B.C.**”)

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.** The Parties entered into a Memorandum of Agreement to Establish a Government-to-Government Negotiation Table (“G2G MOA”) on March 24, 2021;
- B.** The G2G MOA established the mechanisms by which the Parties will work together in a collaborative, step-wise manner in relation to their negotiations, and work to strengthen the government-to-government relationship;
- C.** The Parties agreed in the G2G MOA to use reasonable efforts to reach an interim agreement on certain matters that are within existing B.C. policy;
- D.** B.C. 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, referred to as the “Territory”), and Lheidli has responsibilities in respect of its Territory;
- E.** The Parties recognize that it is in the interest of both Parties to foster a stronger and more collaborative government-to-government 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;
- F.** The Parties wish to enter into this Agreement to continue their work together in a collaborative, step-wise manner towards on-going reconciliation of the Parties’ interests in the Territory; and

- G.** The Parties recognize that a collaborative, step-wise approach should consider Lheidli's immediate, medium-term and long-term interests, and that expedited approaches, where possible, are in the interest of both Parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties hereto agree as follows:

PART 1 - PURPOSE

- 1.1 Purpose.** This Agreement is intended to support a new relationship between the Parties, as a further step toward reconciliation of the Parties' interests.
- 1.2 Interim Commitments.** This Agreement fulfills the interim commitments established in the G2G MOA with respect to the following matters:
- (a) forestry revenue sharing;
 - (b) approaches to supporting economic opportunities in forestry;
 - (c) approaches to collaborative decision-making on strategic forestry decisions;
 - (d) approaches to stewardship of old growth in the Prince George Timber Supply Area (TSA); and
 - (e) structures and processes for the Parties to build and enhance government-to-government relationships.
- 1.3 Approach to G2G Negotiations.** This Agreement further clarifies the step-wise approach to negotiations between the Parties, with focus on the following priority areas:
- (a) matters regarding forestry;
 - (b) matters regarding lands;
 - (c) matters regarding economic development opportunities in forestry and other sectors as determined by the Parties; and
 - (d) other topics agreed to by the Parties during the term of this Agreement.

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 government-to-government 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 *United Nations Declaration on the Rights of Indigenous Peoples* and the *Declaration on the Rights of Indigenous Peoples Act*.

PART 3 - FORESTRY REVENUE-SHARING

- 3.1 Forestry Revenue Sharing.** The Parties acknowledge that they have concluded a Forest Consultation and Revenue-Sharing Agreement (FCRSA) which provides Lheidli with an annual forestry revenue-sharing payment calculated in accordance with existing policy, for a term of three years.
- 3.2 Payment Structure.** The Parties acknowledge that the FCRSA payment structure will reflect the highest possible revenue-sharing percentage under existing policy, which will be influenced by how the relationship between the Crown and Lheidli is defined through this and further G2G agreements.
- 3.3 Other Agreements.** For greater certainty, nothing in this Agreement limits the ability of Lheidli to negotiate other economic benefits related to forestry.

PART 4 - ECONOMIC OPPORTUNITIES IN FORESTRY

- 4.1. Funds to support forestry economic opportunities.** The Parties acknowledge that B.C. provided Lheidli with Strategic Forestry Initiative funds in March 2021 to support Lheidli's ongoing work on a Comprehensive Forestry Business Strategy.
- 4.2. Forest Tenure.** The Parties acknowledge and agree that Lheidli's economy has been, and is, to a large extent, forestry-based, and that providing Lheidli with new, long-term forest tenures is an essential element of reconciliation. The Parties will continue to explore replaceable tenure opportunities as part of agreements that contribute to the resolution of Lheidli interests, including Aboriginal title.
- 4.3. Goals.** The Parties will seek to make expedited progress toward Lheidli's long-term replaceable tenure goal of 450,000 m³/yr in the Prince George Timber Supply Area. For greater clarity, the 450,000m³/yr does not include the existing Community Forest K1N volume, and the 25,000m³/yr in First Nation Woodland Licence N2E, in place at the time of the execution of this Agreement.
- 4.4. Additional Approaches.** The Parties will continue to work to identify ways that B.C. can support Lheidli's participation in the forest economy.

PART 5 - COLLABORATION ON STRATEGIC FORESTRY DECISIONS

- 5.1 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.
- 5.2 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.
- 5.3 Scope of Application.** The collaborative decision-making framework set out in section 5.4 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.
- 5.4 Collaborative Decision-Making Framework.** The Parties will use the following collaborative decision-making framework for the matters set out in section 5.3:
- (a) the Parties will establish a collaboration team to develop a collaboration plan from the onset of major strategic forestry decisions or other resources 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 7.5 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).
- 5.5 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 6 - STEWARDSHIP

- 6.1. Spatialization of Biodiversity Objectives.** The Parties will work collaboratively to spatially identify landscape diversity areas within the Territory, within the Prince George TSA, that are of the greatest ecological risk and which Lheidli wants to potentially protect, including old growth areas. These biodiversity areas will be recommended for interim protection to preserve options for long term approaches to biodiversity.
- 6.2. Consistency of Objectives.** The Parties acknowledge that the spatialized areas referenced in section 6.1 will be consistent with the limits established by the current *Order Establishing Landscape Biodiversity Objectives for the Prince George Timber Supply Area October 20, 2004*.
- 6.3. Balancing Objectives.** For greater certainty, the identification of biodiversity areas as referenced in section 6.1 does not preclude these areas from being considered for harvesting or other forestry economic opportunities for Lheidli in the future.

PART 7 - STRUCTURES AND PROCESSES

- 7.1 Structures and Processes to Support Building and Enhancing the Relationship.** The Parties agree to maintain the following structures and processes to improve and create certainty regarding the government-to-government relationship:
- (a) **Technical Table.** As agreed in the G2G MOA, the Technical Table is established to develop solutions to the priorities identified by the Leadership Table. Under this Agreement, the Technical Table will:
- (i) be comprised of appropriate representatives from each of the Parties;
 - (ii) oversee the relationship between the Parties;
 - (iii) discuss major operational-level issues and action them through an agreed-to approach before the next Technical Table meeting;
 - (iv) establish sub-tables, as appropriate, to develop approaches to resolve reoccurring operational issues, including those related to the consultation relationship; and
 - (v) complete the scoping and develop the outline, structure, and core elements of further G2G agreement(s), as referred to in Part 8.
- (b) **Leadership Table.** As agreed in the G2G MOA, the Leadership Table is established to discuss the relationship between the Parties, including the progress of negotiations and the effectiveness of the Technical Table. The Leadership Table is comprised of:
- (i) Lheidli's Chief;

- (ii) MIRR's Chief Negotiator, North Area; and
- (iii) FLNRORD's Assistant Deputy Minister, North Area.

7.2 Meetings. The Parties agree to the following:

- (a) **Technical Table meetings.** The Technical Table will meet bi-weekly, 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 quarterly, as specified in the G2G MOA, or as agreed to by the Parties.

7.3 Reporting. Representatives of the Technical Table will report to the Leadership Table regarding progress in relation to the commitments in this Agreement, in line with the schedule of meetings set out in 7.2 (b). The Technical Table will also establish appropriate reporting protocols for any sub-tables it establishes, to ensure the purposes of those sub-tables are achieved.

7.4 Other Engagement Processes. In relation to statutory decisions for resource development activities that are not covered by the decision-making framework identified in Part 5:

- (a) B.C. 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.

7.5 Dispute Resolution. Where an issue related to a topic under this Agreement cannot be adequately addressed, either Party may refer the issue to the Regional Executive Directors of MIRR and/or FLNRORD 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.

7.6 Capacity Funding. The Parties acknowledge that B.C. has provided the following capacity funding payments to Lheidli to support the development of the government-to-government relationship:

- (a) \$225,000 to support the implementation of the G2G MOA, and \$100,000 to support continued G2G negotiations until March 31, 2022. The Parties agree that this funding is intended to support ongoing activities of the Technical Table, as described above.

- (b) \$250,000 to support Lheidli's participation in consultation activities until August 31, 2022.
- (c) \$20,000 to support the stewardship work contemplated in Part 6 of this Agreement, until March 31, 2022.

The Parties will discuss, and seek to reach agreement, on subsequent capacity funding payments during the term of this Agreement, subject to receiving required Provincial approvals, to support Lheidli's continued participation in activities pursuant to this Agreement.

PART 8 - FUTURE G2G AGREEMENTS

8.1. Step-wise Approach to Negotiations. The Parties will seek to reach agreement on innovative solutions to work towards reconciling the Parties' interests in the Territory, in a step-wise manner, by exploring the priority areas identified in section 2 of the G2G MOA. For greater clarity, the Parties will seek to develop approaches to address Lheidli's immediate, medium-term and long-term interests regarding:

- (a) forestry economic development;
- (b) economic development related to lands;
- (c) an economic development fund; and
- (d) other topics as agreed to by the Parties.

8.2. Negotiations Work Plan. The Parties will develop an iterative work plan to implement this Agreement and guide the exploration of priority areas for further G2G agreement(s).

8.3. Expedited Approach. The Parties will seek expedited solutions to addressing Lheidli's interests, where possible and subject to section 8.4 of this Agreement.

8.4. Further Mandates Required. The Parties acknowledge and agree that they will require new or additional mandates and approvals with respect to any future G2G agreements reached pursuant to section 8.1 of this Agreement.

PART 9 - TERM AND TERMINATION

9.1. Term. The term of this Agreement will commence on the date it is executed and will end on September 30, 2024.

9.2. Termination. This Agreement may be terminated prior to the term specified in section 9.1 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 10 - GENERAL PROVISIONS

10.1 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.

10.2 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*; and
- (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.

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

10.4 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.

10.5 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 set out below:

LHEIDLI T'ENNEH

Per: *Dolleen Logan*
Chief Dolleen Logan

Date: JANUARY 26, 2022

PROVINCE OF BRITISH COLUMBIA,
as represented by the Minister of
Forests, Lands, Natural Resource
Operations & Rural Development

Per: *Katrina Conway*

Date: March 14, 2022

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

Per: *Murray Rankin*

Date: March 17, 2022

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

[see attached]

