

FINAL AGREEMENT

This Agreement is dated for reference May 20, 2010

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA**, as represented by
the Minister of Aboriginal Relations and Reconciliation
(hereinafter "British Columbia")

AND:

DOIG RIVER FIRST NATION,
as represented by the Chief of the Doig River First Nation,

PROPHET RIVER FIRST NATION,
as represented by the Chief of the Prophet River First Nation, and

WEST MOBERLY FIRST NATIONS,
as represented by the Chief of the 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 adherents 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 enter this Final Agreement without prejudice to each Party's interpretation of Treaty No. 8;

- Whereas** British Columbia and the Treaty 8 First Nations have entered into an Amended EBA, 2009, and eight Completed Agreements, in addition to this Final Agreement;
- Whereas** British Columbia and the Treaty 8 First Nations have committed to conduct consultation in accordance with a government-to-government relationship and within the framework of the Constitution of Canada, Treaty No. 8, the Amended EBA, 2009, the Completed Agreements and the Consultation Process Agreements with the Oil and Gas Commission and the Ministry of Energy, Mines and Petroleum Resources;
- Whereas** British Columbia and the Treaty 8 First Nations have entered into the Completed Agreements set out in Appendix A;
- Whereas** British Columbia and the Treaty 8 First Nations have sought through the negotiation of the Completed Agreements a mutually acceptable reconciliation with respect to Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*; and
- Whereas** The Parties acknowledge that this Final Agreement contemplates a process to address the Outstanding Issues.

Therefore The Parties agree as follows:

1. DEFINITIONS

In this Agreement and the Preamble hereto:

“Agreement” means this Final Agreement;

“Amended EBA, 2009” means the economic benefits agreement between British Columbia and the Doig River, Prophet River and West Moberly First Nations, effective December 8, 2009;

“Completed Agreements” has the meaning set out in the Amended EBA, 2009, and includes the agreements listed in Appendix A to this Agreement;

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

“Outstanding Issues” means the issues listed in section 3 below; and

“Parties” means the three (3) Treaty 8 First Nations and British Columbia, and “Party” means any one of them, as the context requires.

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 Amended EBA, 2009, the Final Agreement, and links the Completed Agreements and anticipates the future resolution of the Outstanding Issues.

3. FUTURE AGREEMENTS

- (a) The Parties may agree to negotiate other agreements during the term of this Agreement, which may include, but may not necessarily be limited to, the following agreements:
 - (i) mining and minerals;
 - (ii) heritage conservation, memorandum of understanding with the Oil and Gas Commission;
 - (iii) environmental management;
 - (iv) information management;
 - (v) treaty integrity; and
 - (vi) a multiple-agency consultation protocol.
- (b) An agreement concluded by the Parties pursuant to section 3(a) will, on its respective effective date, be a Completed Agreement for the purposes of this Agreement and the Amended EBA, 2009, 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, 2022, 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 Amended EBA, 2009, or that Completed Agreement, either British Columbia or the Treaty 8 First Nations 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, 2022.

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 the Treaty 8 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 legislation 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 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.
- (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 arising in relation to Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982* or with respect to the location of the western boundary of the geographic area of Treaty No. 8.
- (f) British Columbia and the Treaty 8 First Nations acknowledge that they have different positions 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 Treaty 8 First Nations of the position of the other 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 different position 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 is to be construed as an acceptance, or an admission by British Columbia or Treaty 8 First Nations of the position of any other Party.
- (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 any Treaty 8 First Nation.
- (i) Other than as provided in this Agreement, this Agreement will not limit the positions that any Party may take in future negotiations or court actions.

7. AMENDMENT

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

8. NOTICE

- (a) Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. It will be effectively given on the day it is received:
 - i. by personal delivery to the respective addresses set out below;
 - ii. by pre-paid registered mail to the respective addresses set out below; or
 - iii. by facsimile to the respective facsimiles numbers set out below.
- (b) The address and facsimile numbers of the Parties are:

British Columbia
Deputy Minister of Aboriginal Relations and Reconciliation
PO Box 9100, Stn Prov Gov't
Victoria, BC V8W 9B1
FAX: 250-387-6073

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

9. REPRESENTATIONS AND WARRANTIES

- (a) 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.
- (b) 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.
- (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, words in the singular include the plural and words in the plural include the singular.
- (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) There shall be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.

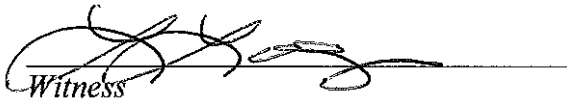
- (e) No term, condition, covenant or other provision of this Agreement will be considered to have been waived by a Party unless such waiver is expressed in writing by the Party.
- (f) This Agreement shall be governed by the applicable laws of Canada and British Columbia.
- (g) This Agreement may be 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.
- (h) A review will be conducted at the one year anniversary of this Agreement, to consider how the resource boards are functioning and their value to British Columbia and the Treaty 8 First Nations. Consideration will be given, but not limited, to:
 - i. coordination of Board activities with efforts by the provincial government and 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 the effectiveness of any consultation that is undertaken; and
 - ii. ensuring that the consultation resources available to the Parties are used most effectively.
- (i) Within one year of the Effective Date, the Parties will initiate negotiations to determine the feasibility of a one-window, multiple agency consultation protocol that will include consideration of merging the boards and working groups in the Completed Agreements, to form a single resource management board.
- (j) British Columbia agrees to provide to the Treaty 8 First Nations the amount of \$25,000.00 to cover the negotiations identified in section 10(i).

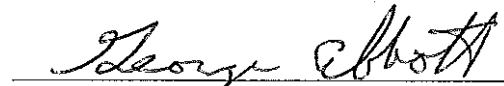
11. EFFECTIVE DATE

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

SIGNED this 20 day of May, 2010
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 George Abbott

SIGNED this 28 day of May, 2010 in the
presence of:


DOIG RIVER FIRST NATION,
as represented by the Chief


Witness


Chief Norman Davis

SIGNED this 28 day of May, 2010 in the
presence of:


PROPHET RIVER FIRST NATION,
as represented by the Chief


Witness


Chief Lynette Tsakoza

SIGNED this 28 day of May, 2010 in the
presence of:

WEST MOBERLY FIRST NATIONS,
as represented by the Chief


Witness


Chief Roland Willson

APPENDIX A

COMPLETED AGREEMENTS

Completed Agreements	
	Amended EBA, 2009
	Heritage Conservation Memorandum of Understanding
	Long Term Oil and Gas Agreement
	Forests and Range Resource Management Agreement
	Strategic Land and Resource Planning Agreement
	Collaborative Management Agreement for Provincial Parks
	Wildlife Collaborative Management Agreement
	Crown Land Management Agreement
	Government to Government Protocol Agreement

