

This agreement has financial amounts redacted, to respect continued negotiations occurring with other Treaty 8 Nations. The Parties will release full agreement content upon the completion of those other negotiations.



## LETTER OF AGREEMENT

Dated for reference January 18 2023

**BETWEEN:**

**FORT NELSON FIRST NATION**

and

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**  
as represented by

**THE MINISTER OF ENERGY, MINES AND LOW CARBON INNOVATION**

**THE MINISTER OF WATER, LAND and RESOURCE STEWARDSHIP**

**THE MINISTER OF INDIGENOUS RELATIONS AND RECONCILIATION**

**THE MINISTER OF FORESTS**

**THE MINISTER OF ENVIRONMENT and CLIMATE CHANGE STRATEGY**

(the "Province")

(each a "Party" and collectively, the "Parties").

### BACKGROUND

- A. Fort Nelson First Nation is an adherent to Treaty No. 8 and has rights enshrined within the oral and written terms of Treaty No. 8, as well as rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- B. The Province has affirmed its commitment to meaningful and lasting reconciliation, including through the implementation of the *United Nations Declaration on the Rights of Indigenous Peoples* and the *Declaration on the Rights of Indigenous Peoples Act*.

- C. On June 29, 2021 in *Yahey v. British Columbia*, 2021 BCSC 1287, the BC Supreme Court provided guidance on the scope of Treaty 8 rights and found that the Province had breached its obligations under Treaty No. 8.
- D. The Province established a Task Force to work with the Fort Nelson First Nation and five other Treaty 8 First Nations (together, the "Participating Treaty 8 First Nations") on new and creative solutions to address the issues highlighted by the Court and identify regional solutions.
- E. The Parties' representatives co-developed a mandating document dated March 22, 2022, which sets out the Parties' shared commitments and solutions, a copy of which is attached as Schedule "A" (the "Consensus Document").
- F. In July 2022, the Provincial Task Force advised the Participating Treaty 8 Nations that the Consensus Document had been approved by the Provincial government for implementation.

The Parties agree as follows:

1. This Letter of Agreement confirms and affirms the Parties' commitments, obligations and solutions set out in the Consensus Document.
2. The terms of the Consensus Document are non-exhaustive and may be expanded or augmented in order to address the impacts of cumulative effects on Treaty rights, and this may require the development of further mandating documents. For greater certainty, however, the terms of the Consensus Document will not be reduced except by consensus between the Parties.
3. The Parties further agree to work together to implement the Consensus Document, including through (i) the identification of deliverables, timelines, and resource requirements and (ii) negotiating and developing one or more legally binding agreements or arrangements.
4. The Parties agree to develop a shared implementation structure to oversee implementation and deliver the commitments and solutions set out in the Consensus Document.
5. The Province recognizes that the Fort Nelson First Nation has important and unique perspectives, interests, and experiences to inform this work. Nothing in this Letter of Agreement prevents the Province and a Participating Treaty 8 Nation from engaging with each other on a bilateral government-to-government basis.
6. The Province acknowledges that having sufficient resources to enable completion of the implementation work in a timely manner is important for all Parties. In addition, the Province will provide the Fort Nelson First Nation for the duration of this Letter of Agreement with capacity funding through annual grant letters developed for and with each Participating Treaty 8 Nation to support implementation of the Consensus Document.

7. The term of this Letter of Agreement will conclude on March 31, 2024. The Parties will review the implementation work prior to the expiry of the term and may agree in writing to extend the term.
8. The Parties agree where information or materials received are identified as confidential, in writing or by context, the parties will keep such information confidential and will not disclose such information, except:
  - a. by the Province to its respective employees and professional advisors, in confidence, provided that the Province informs such recipients of the confidential nature of the information and takes reasonable steps to ensure such recipients do not disclose the information,
  - b. by the Fort Nelson First Nation with other Participating Treaty 8 First Nations and to their respective Chiefs, Councillors, members, employees, and professional advisors, provided that such a First Nation informs such recipients of the confidential nature of the information and takes reasonable steps to ensure such recipients do not disclose the information,
  - c. where the Parties agree in writing that such information may be disclosed,
  - d. where it is clear from the context that the information is in the public domain, or
  - e. as otherwise required under provincial law, with advance written notice to the other Parties.
9. The Parties will work together on joint communication material for the Parties to use for engagement with third parties, stakeholders, local governments and other Treaty 8 First Nations.
10. Further, nothing in this Letter of Agreement diminishes the Province's obligations to consult each of the Participating Treaty 8 Nations and other First Nations.
11. A Party may, upon written notice to the other Party, withdraw from this Letter of Agreement and the obligations under this Letter of Agreement will cease to be binding on that Party, except for those contained in section 9.
12. The Parties agree that this Letter of Agreement and the Consensus Document do not:
  - a. constitute a treaty or land claim agreement within the meaning of section 25 and 35 of the *Constitution Act, 1982*; and
  - b. define, amend or deny the existence of any Treaty or Aboriginal rights held by a Participating Treaty 8 First Nation.
13. The Parties agree to facilitate cooperation and implementation of this Letter of Agreement, any future agreements, and any agreement with other Treaty 8 First Nations, in a manner that is coordinated across the region and respectful of each Nation's rights and interests.

SIGNED on January 18, 2023 on behalf of the Fort Nelson First Nation by:

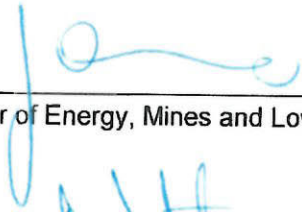


\_\_\_\_\_  
Sharleen Gale, Chief of the Fort Nelson First Nation



\_\_\_\_\_  
Witness

SIGNED on January 18, 2023 on behalf of HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA by:



\_\_\_\_\_  
Minister of Energy, Mines and Low Carbon Innovation



\_\_\_\_\_  
Minister of Water, Land and Resource Stewardship



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Minister of Indigenous Relations and Reconciliation



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Minister of Forests



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Minister of Environment and Climate Change Strategy



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Witness

**BC & SIX TREATY 8 FIRST NATIONS  
 CONSENSUS DOCUMENT - March 22, 2022**

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## FISCAL COMPONENT

### Bridge Regional Royalty Revenue Sharing and New Fiscal Relationship

- The Province will provide floor payments of: the higher of [REDACTED], or [REDACTED] of the 2021/22 Q2 forecasted revenues for royalties according to the regional revenue sharing formula below.
  - Year-end reconciliation = Royalty [REDACTED] (50 percent x 1/8 + 50 percent x Nation population / Treaty 8 population) – Floor.
- “Windfall” sharing – A windfall payment equal to [REDACTED] of PNG revenues (i.e., net royalties + rents + tenure sales) exceeding [REDACTED] to a maximum windfall payment of [REDACTED]. This means that over the two-year bridge period, the windfall payment is expected to equal [REDACTED] to [REDACTED] of net royalty revenues for each year.
- The Parties will discuss and develop a new longer term fiscal relationship within two years, integrating multiple sources of revenue, including long term stable capacity funding for lands departments.
- The funding agreements will be entered into with each Treaty 8 First Nation based on the above approach.
- This agreement has no affect on access to existing funding programs or eligibility for programs of general application (e.g., RCAs, FCRSAs, NRRAs, Gaming).
- The revenue sharing arrangements set out in this section are without prejudice to the positions a Party may take in future discussions on this subject.

### Interim Capacity Funding

- [REDACTED] per Treaty 8 First Nations (7 total) per year for two years
- Net new funding
- Covers costs of Interim Agreement implementation, including negotiation, natural resource co-governance initiatives and activities, and Honouring the Treaty.
- Block capacity funding will be requested for flexible allocation by each Nation.
- No effect on access and incremental to existing funding programs, programs of general application or ongoing government-to-government matters which are separate from the work proposed as part of these negotiations.

### Additional funding

- The Province will seek [REDACTED] per year to implement a future collaborative stewardship forum.
- The Province will seek [REDACTED] per year to initiate the land use planning initiatives, as set out in the Land, Resource, and Cumulative Effects Management Section.
- The Province will seek funding for three new conservation officers, with one each for the Liard, North Peace and South Peace.

## Restoration Fund

- The Fund is intended to heal the land and the people and address the cumulative effects of development in Treaty 8 territory.
- Funding is incremental to existing and future obligations of BC and industry.
- The Fund will be co-designed between all Treaty 8 Nations and the Province and its governance will be Indigenous led.
- The Province will provide [REDACTED] to the Fund over a ten-year period.
- BC and all Treaty 8 Nations will work together to leverage additional funds from Canada, Industry and others (with a shared goal of [REDACTED]), including to support the delivery of co-benefits for those funders like climate, carbon and species-at-risk.
- The Fund will be oriented to deliver restoration activities across Treaty 8 territory in BC within three areas: the Liard Basin, North of the Peace River, and South of the Peace River.
- Funding principles will consider:
  - where the disturbance exists,
  - where healing is needed most to support the practice of Treaty rights,
  - regional restoration needs related to new disturbance pressure on the landscape associated with economic activity, and
  - equity between Nations.
- Fort Nelson, Prophet River, Halfway River, Doig River, Sauteau and West Moberly First Nations will each be provided [REDACTED] as an immediate contribution from the [REDACTED] for Nation-led restoration projects.
  - Purposes to be for healing land, wildlife habitat enhancement, healing people & culture; and
  - Administration, capacity, training, monitoring and other related activities that support the implementation and management of the fund.
- For each TLE Nation, the province will direct payments made by the First Nation for the purchase of their TLE Additional Lands into the [REDACTED] Fund, which will be available to that First Nation to apply to their restoration projects.
  - In addition, the Fund will match the value of the TLE Additional Lands purchase from within the [REDACTED] for the Nation to apply to their restoration projects.
  - Similar matching option will be made available to non-TLE Nations, and if requested we would likely need to agree to a cap.
- Principles and governance for the Fund, at minimum, need to consider how to:
  - maximize flexibility for and minimize the administrative burden on all participating parties,
  - maximize restoration return on investment through a coordinated, permitted, regional approach, and
  - ensure restoration activity information is publicly available.

- The Parties agree that restoration standards in Treaty 8 territory will be reviewed together, and recommendations to change standards will be done in collaboration.

## WILDLIFE

### 2022-2024 Wildlife Regulation Change

- The Parties will develop joint recommendations, following public and stakeholder consultation, for the 2022 hunting season to:
  - Reduce the licenced moose harvest by approximately 50% across the Treaty 8 region by implementing LEH regulations in each Wildlife Management Unit across Region 7B for at least two years, as further detailed in [Appendix A](#) (note that Appendix A may change because of public consultation. Changes would still, however, be within the 50% reduction goal).
  - Close the general open seasons for moose. There will be no moose hunting during August and from October 1-15.
  - Open four, two-week LEH “any bull” seasons: September 1-15; September 16-30; October 16-31; Nov 1-15.
  - Reduce the moose harvested within each Wildlife MU to 50% of the 2016-2020 average of 1292, by applying annual allowable harvest of 646. Adjustments will be considered following the review of the 2022 season on how the number of LEH authorizations can be increased to no more than 3500 licenced hunters (approximately 50% of the 2016-2020 average of 7041 licenced hunters).
- The Parties further recommend other immediate steps to regulate the licenced moose hunt for the 2022 hunting season, including:
  - Requiring compulsory reporting by licenced hunters.
  - The area around Moose Lake in Management Unit 7-51 will change from a rut closure to a closure for moose hunting (Map H27).
  - The Peace Moberly Tract is closed to moose hunting.
  - The area of MU 7-32 outside of the Peace Moberly Tract will be established as LEH Zone A and LEH Zone B.
  - The AAH for Management Unit 7-32 will be 15 bull moose for LEH Zone A and 35 bull moose for LEH Zone B.
- A joint review by the Parties will take place following the 2022 season to determine whether changes are needed to better achieve the target (3500 hunters; 646 moose harvested) for the 2023 season.
- A more detailed review will take place for the 2024 hunting season and whether new information (inventories, monitoring, research) supports a different collaborative approach that increases opportunities both for Treaty 8 and licenced hunters.
- The Parties will discuss weighting LEH tag allocations towards in-region hunters for 2023.
- The Parties recommend the closure of all caribou hunting in 7B for at least two years.



## Wildlife Management

- The above measures for moose and caribou will be implemented for at least two years. During this time, the Parties will work together to develop an approach to wildlife co-management that improves our shared understanding and management of the wildlife resource, including but not limited to: measures to further advance the co-management of ungulates (particularly elk) and other wildlife. Each Nation will have the ability to bring forward wildlife issues of concern to be addressed at the table, including hunt reductions and closures in significant areas.
- The Province will create a regional wildlife working group to provide opportunities for dialogue with Treaty 8 communities, provincial government programs, industry, stakeholders, local governments, and the public that complement the government-to-government relationships the Province is committed to pursuing with Indigenous governments.
- The Province will provide capacity funding for Treaty 8 participation in the regional wildlife working group and will ensure sufficient provincial resourcing and staff to support the work of this group.
- The Province will seek to bring substantive new investments to wildlife inventory and research to inform the Parties' co-management of wildlife and the regional wildlife working group.
- The Province will support the development of cultural and wildlife burn plans with interested Treaty 8 Nations for implementation in 2022-24.
- The Province will develop a plan to eliminate the use of aerial application of herbicides.

## LAND, RESOURCE, AND CUMULATIVE EFFECTS MANAGEMENT

- The Parties will work together over the next two years on a suite of strategic initiatives to create a paradigm shift in land and resource management. The combined effect of the initiatives will be to achieve the following objectives:
  - establish new forms of co-management and shared decision-making supported by legislative and regulatory reform,
  - create strategic land use direction to inform operational decision-making,
  - increase restoration planning and implementation in priority areas,
  - implement new land protection measures,
  - minimize or reduce cumulative effects, through effective assessment and management initiatives and actions,
  - achieve a net beneficial effect on the Treaty 8 First Nations' ability to meaningfully exercise their treaty rights and cultural ways of life,
  - cooperate on interim, operational decision-making while reforming decision-making processes collectively at a common table and bilaterally (i.e., ministry/agency and Nations individually),
  - explore carbon credit opportunities, including new kinds of agreements which may provide benefits to Treaty 8 Nations, in association with new land protections, management, or restoration initiatives,

- grow provincial and Treaty 8 Nation capacity to implement the initiatives in phases,
- involve communities, stakeholders, and industry, where appropriate, to foster collaboration and build broad acceptance to changes in resource management and to advance reconciliation opportunities,
- work together to communicate externally and manage priorities.
- The Parties intend that the new initiatives outlined below will lead to new, shared decision-making approaches and reformed operational decision-making over the next two years.
- The pace and capacity dedicated to achieving these objectives will be defined through a jointly developed implementation plan.

### Initial Steps Towards Cumulative Effects Management

- The Parties will build in phases a comprehensive cumulative effects management system consistent with, and linked to, the other natural resource landscape planning and regional restoration initiatives. These phases will be agreed to by the Parties through an implementation plan, which will be informed by the Province and Treaty 8 Collaborative Stewardship Forum's recommendations for new phases of cumulative effects initiatives below.
- To begin this work over the next three months, the Parties agree to:
  - Work together to bring the Regional Strategic Environment Assessment (RSEA) to a close by March 31, 2022 (i.e., the various reports).
    - Where applicable, the information and results from RSEA will be incorporated into decision-making, cumulative effects management, land use planning initiatives and in decision-making processes.
    - The summaries of the current condition information will be publicly available so proponents can consider the information in advance of submitting development applications.
  - Establish a new Province / Treaty 8 Stewardship Forum to review, discuss and collaborate on cumulative effects initiatives in the region.
    - A governance structure will be co-designed to emphasize communication, consistency, and regional approaches wherever possible.
    - The Forum's work will address the overarching objective of a paradigm shift for cumulative effects management systems and will pursue the development of foundational elements, inclusive of the following:
      - the need for community input from Treaty 8 Nations to capture baseline biophysical and cultural value components,
      - the results of the RSEA, including new reports prepared by Nation and provincial representatives,
      - the development of effective assessment tools and management systems,
      - shared information sources and data for guiding assessment work,
      - monitoring, evaluation, and enforcement mechanisms, and

- legal mechanisms for implementation, including new legislative tools, which may be recommended to meet the shared objectives of the Parties.
  - Work together to enable restoration investment opportunities by industry as part of new activities that may contribute to cumulative effects.
    - Restoration investments will be connected eventually to the Restoration Fund.
- The Province will issue legally effective direction to statutory decision makers requiring:
  - consideration of the extent and duration of cumulative impacts, and
  - measures to avoid or minimize cumulative impacts and the potential infringement of treaty rights.

### Interim Approaches to Decision Making

- The Parties acknowledge that it is important to review and make decisions on backlog applications, and that such decisions may include the avoidance and mitigation of cumulative effects and potential impacts on treaty rights.
- The Parties will engage in a staged approach to review and make decisions on backlog applications received as follows:
  - each Treaty 8 Nation will work with the appropriate provincial ministry or agency (or through a coordinated committee) to determine appropriate interim approaches to consultation and decision-making on backlog applications, including batching, sequencing, and engagement timelines, and will jointly agree on a schedule for referral reviews
  - the Parties agree to the decision-making target of March 31, 2022, for all the applications in the backlog:
    - for activities that are unlikely to further infringe on treaty rights (the “lowest of the low” applications),
    - for restoration-related and environmental purposes, and
    - for health, safety and emergency works.
  - the Parties agree to the decision-making targets of 30% of the other applications by April 30, 60% of the other applications by May 31, and 100% of the other applications by June 30, 2022,
  - the Parties recognize that potential issues or concerns that Nations may have with individual applications within the batches of backlog applications may mean that some timelines for applications of concern may have longer decision-making timelines than these targets,
  - the Nations will work with the appropriate provincial ministry or agency to develop and implement appropriate decision-making approaches in the areas identified by each of the Nations ([Appendix B - Map 1](#)),
  - each Treaty 8 Nation will work with the appropriate provincial ministry or agency to develop and implement enhanced consultation<sup>1</sup> approaches in their respective territories outside the areas identified on [Appendix B - Map 1](#),

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<sup>1</sup> For this purpose, enhanced consultation is defined similarly as the Oil and Gas Commission articulated in their January 14, 2022 letter to the Nations. Includes: opportunity to comment on all applications, jointly assessing proposed impacts on Treaty rights, provision of greater amount of information for applications,

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- the Parties will develop issue resolution processes regarding decision-making on applications that may have impacts of concern,
- the Parties will form a common technical table to develop potential approaches and solutions to use in bilateral engagements (e.g., mitigation and accommodation measures, permit conditions, technological and digital tools for efficiencies, new structures for multiple nations to participate in, etc.), and
- involve one or more selected industry representatives to assist with the technical table approaches above and new approaches for achieving efficient and effective engagement.
- The Parties agree to continue to work together on reviewing and considering new applications going forward.

### Interim Zoning Strategy

- The Province will enter into bilateral discussions with the Treaty 8 First Nations that have mapped proposed protected areas as identified on [Appendix B - Map 2](#) to identify and implement appropriate protection measures.
- The Parties agree to advance an Interim Zoning Strategy for the enhanced management zones that:
  - Includes the priority areas identified by the Treaty 8 Nations, existing government-to-government commitments, as well as caribou recovery objectives ([Appendix B - Map 3](#)),
  - Implements a consensus-based process to develop objectives, indicators, thresholds, and management practices within the enhanced management zones identified in [Appendix B – Map 4](#),
  - Requires information on cumulative effects management and decision-making processes to be transparent and available to each Nation and to proponents seeking land use authorizations within the enhanced management zones, and
  - Involves each of the Treaty 8 Nations with shared territories in the enhanced management zones established,
- The Parties agree that affected third parties will be consulted in the development of the indicators, thresholds, and management practices.
- The interim zones will become permanent following the completion of the related land use plans.

### Watershed-Level Land Use Plans

- The Province, Fort Nelson and Prophet River First Nations will initiate a watershed-level land use plan for the Liard Basin, based on preliminary work completed by the Nations.
- The Province, Blueberry River, Halfway River, Doig River First Nation and Prophet River First Nations will initiate a new Treaty 8 and provincial governance model and process design for the watershed-level land use plan for north of the Peace River.

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enhanced support as needed to work through applications, a dedicated team and single point of contact to work with the lands offices and a coordinated approach across the Natural Resource Sector ministries and agencies.

- These Parties agree that Blueberry River participation is essential to success and will invite and encourage Blueberry River First Nations to join in this work, as well as other Treaty 8 Nations with territories in the planning area.
- These Parties will ensure that the new recommended protected areas, enhanced management areas and other land use objectives developed by the Province and the participating Nations will be included in the new planning process.
- The governance model will provide for meaningful engagement and consideration of input from affected third parties, communities, and local government.
- The model and process will build from the initial work undertaken by the participating Nations, including through RSEA, and may consider work undertaken for the Fort St. John Land and Resource Management planning process.
- The Province will work with Saulteau and West Moberly First Nations, and McLeod Lake Indian Band, to prioritize a set of land use planning initiatives south of the Peace River that includes advancing new protected area proposals, implementing Caribou land use objectives further to the Partnership Agreement, and Shared Decision Natural Resource & Landscape Planning Pilots.
- Other affected First Nations will be included in these planning processes, as appropriate.

#### Shared Decision-Making, Natural Resource and Landscape Planning Pilots

- The Province and participating Treaty 8 Nations will collaborate on two or more pilots, to advance shared decision-making on natural resource landscape planning and stewardship activities.
- The Parties will co-design the planning pilots with industry focussing on the major forestry and subsurface tenure holders in the areas selected.
- The Parties will seek consensus on the landscape plans. The plans will:
  - Set land use direction for resource development activities for short, medium, and long-term periods,
  - Assist the Parties with reducing the time and effort for effective operational consultation, and
  - Be adaptive, be legally effective, and if necessary, may result in regulatory reforms.

#### Carbon Credits

- The Province and interested Treaty 8 Nations will explore carbon credit opportunities, including new kinds of agreements which may provide benefits to Treaty 8 Nations, in association with new land protections, management, or restoration initiatives.

#### HONOURING THE TREATY

- The Parties will co-develop and implement a plan to promote respect for Treaty 8, for delivery over the next two years. The plan is expected to include the following kinds of topics and priorities.
- The plan may include the launch of an anti-racism task force.

### Priority Topic 1: Communicating

- Issuing joint media releases on Treaty 8-BC collaboration.
- Issuing Ministerial statements acknowledging the importance of honouring the Treaty.
- Providing ongoing support for a local leaders table, between Treaty 8 leaders and local government elected leaders.

### Priority Topic 2: Training and Awareness Building

- Engaging together in joint educational sessions, led by Treaty 8 representatives, with BC Task Force members and other staff involved in agreement development, about the history, context and meaning of the Treaty itself, including study of relevant caselaw.
- Engaging the public locally, to address racism and hate speech, such as through on social media.
- Engaging provincial prosecution and police services regarding enforcement of hate speech law.
- Building and making available ongoing local First Nation cultural training and anti-racism training for provincial public servants, which is required training. Similar training could be available for public servants in other orders of government.
- Initiate a conversation with the agencies responsible for the North Peace, Northern Rockies and Dawson Creek Regional Airports to dramatically increase the presence of Treaty 8 and indigenous culture at their facility, guided by a workplan and an advisory board of Treaty 8 community members, local government leaders, the Province, and airport agencies.

### Priority Topic 3: Education and Community Services

- Develop an action plan to increase the availability and influence of Indigenous information and material in the regional K-12 system, and through local post-secondary institutions or other educational providers.
- Leverage existing funding and partnerships with industry through the Connectivity BC program to connect Indigenous communities to broadband internet services.
- Explore partnerships and funding to provide alternative energy sources to First Nation communities, such as gas, solar or geothermal energy.

## SHARED ASSURANCE STATEMENTS

### Acknowledgements and general terms

- The Parties acknowledge that the solutions to be mandated in this package are to help achieve:
  - shared reconciliation objectives and meaningful opportunities for the exercise of treaty rights and Indigenous ways of life,
  - the continuation of economic and social opportunities for Treaty 8 Nations and local communities in northeastern BC, including viable oil and gas and forestry sectors, and

- the avoidance of significant negative economic effects in the region or large compensation liabilities for the Province.
- The Parties acknowledge the western boundary of Treaty 8 along the Arctic-Pacific divide.
- For greater certainty, the Parties also acknowledge that industrial sectors and local and regional economies are affected by a range of factors, trends, and circumstances, many of which are beyond the scope of these discussions and outside the control of the Parties.
- The Treaty 8 Nations agree not to initiate any new legal claims against the Province during the term of the agreement (next two years) by which the Nations assert that cumulative effects of development in aggregate are resulting in infringements of treaty rights.
- The land planning, shared decision-making and management initiatives involving new forms of Provincial and Treaty 8 Nation engagement are intended to result in more strategic and meaningful forms of engagement that will improve relations, enhance the consultation environment at the operational levels, and result in decision-making outcomes that better address concerns about cumulative effects and treaty rights.
- The economic benefits contribute to financial accommodation of impacts to Treaty 8 Nations' interests associated with new disturbance that may occur as a result of authorizations made during the term of the interim agreement.
- Notwithstanding the above, this does not otherwise prejudice Nations' ability to seek judicial reviews of any specific government decision on a land or resource activity based on consultation, accommodation, or infringement claims. Before the Nations (or one of them) bring such a challenge, the parties will undertake dispute resolution process (to be developed).
- The Parties recognize the need for consultation to occur with other First Nations potentially impacted by new land designations or management recommendations arising under the land-based initiatives in the interim agreement (e.g., new protected areas or interim zones being established).
- The Parties acknowledge that restoration funding, activities and outcomes may contribute towards addressing past impacts of development.
- The regionally managed Restoration Fund will report publicly how much of the funding each T8FN will have invested in their traditional territories.
- Agreement may be terminated by mutual agreement of the Parties, or by Treaty 8 First Nations acting together or by the Province after completion of a G2G dispute resolution process (to be developed).
- Future revenue sharing proposals under a new fiscal relationship, beyond the two-year bridge payment period of the interim agreement, will be tied to economic activity in the region and revenues generated within the region. Further, as the Parties negotiate either a replacement or extension of interim economic benefits bridging agreement in 2023/24, the funding model and amounts paid over the interim two-year period will be reviewed in light of on development activity during the term of the interim agreement and forecasted revenues for 2024/25.
- The Parties will seek to include Canada and connect work on conservation with federal protection targets and federal compensation, capital, and operating contributions as appropriate.

- The Parties agree that time is of the essence in advancing this work. As such, the Parties will work together expeditiously to develop a workplan concurrent to, or immediately following, receiving shared mandates.



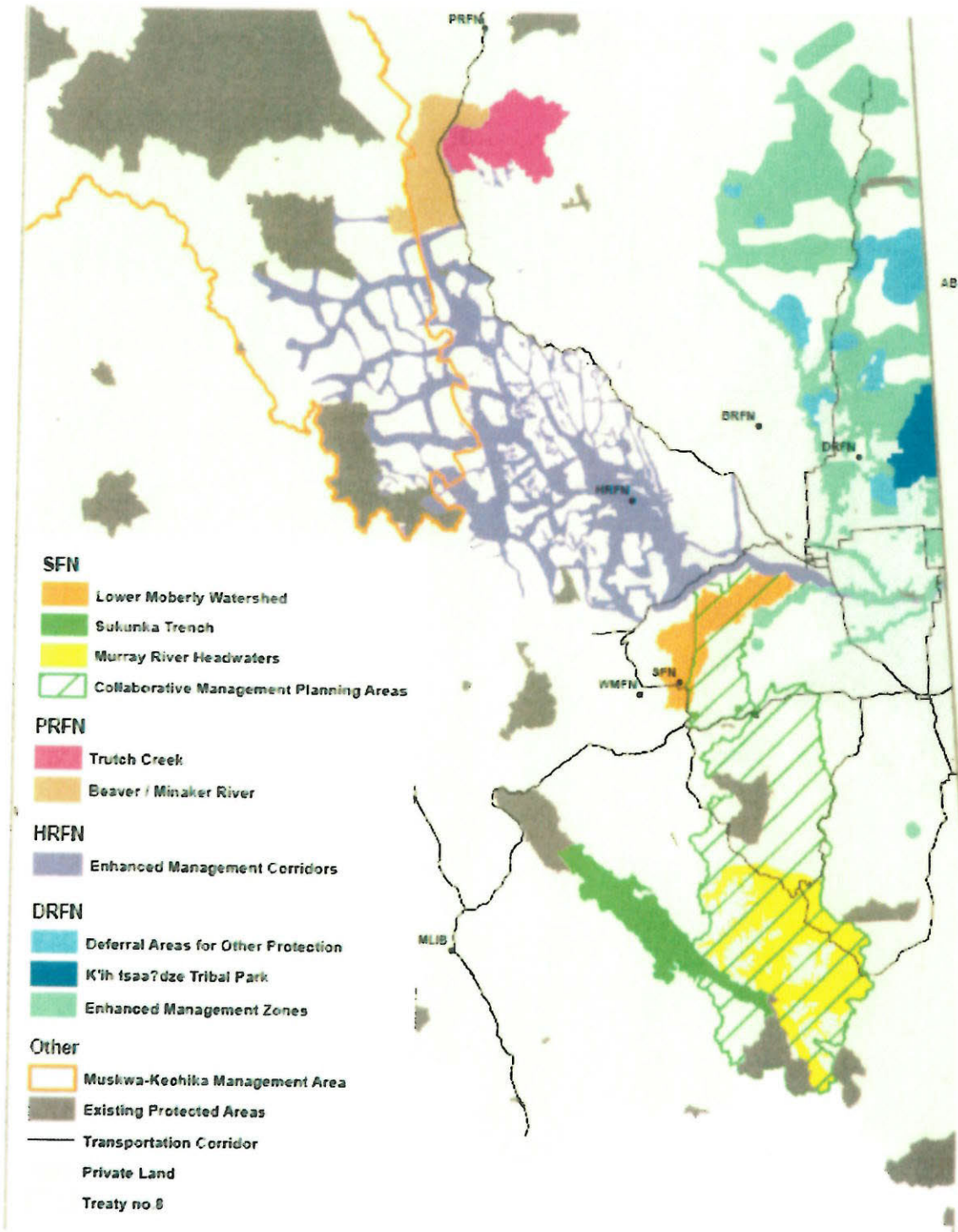
# APPENDICES

## Appendix A: Proposed LEH Allocation for Region 7B<sup>2</sup>

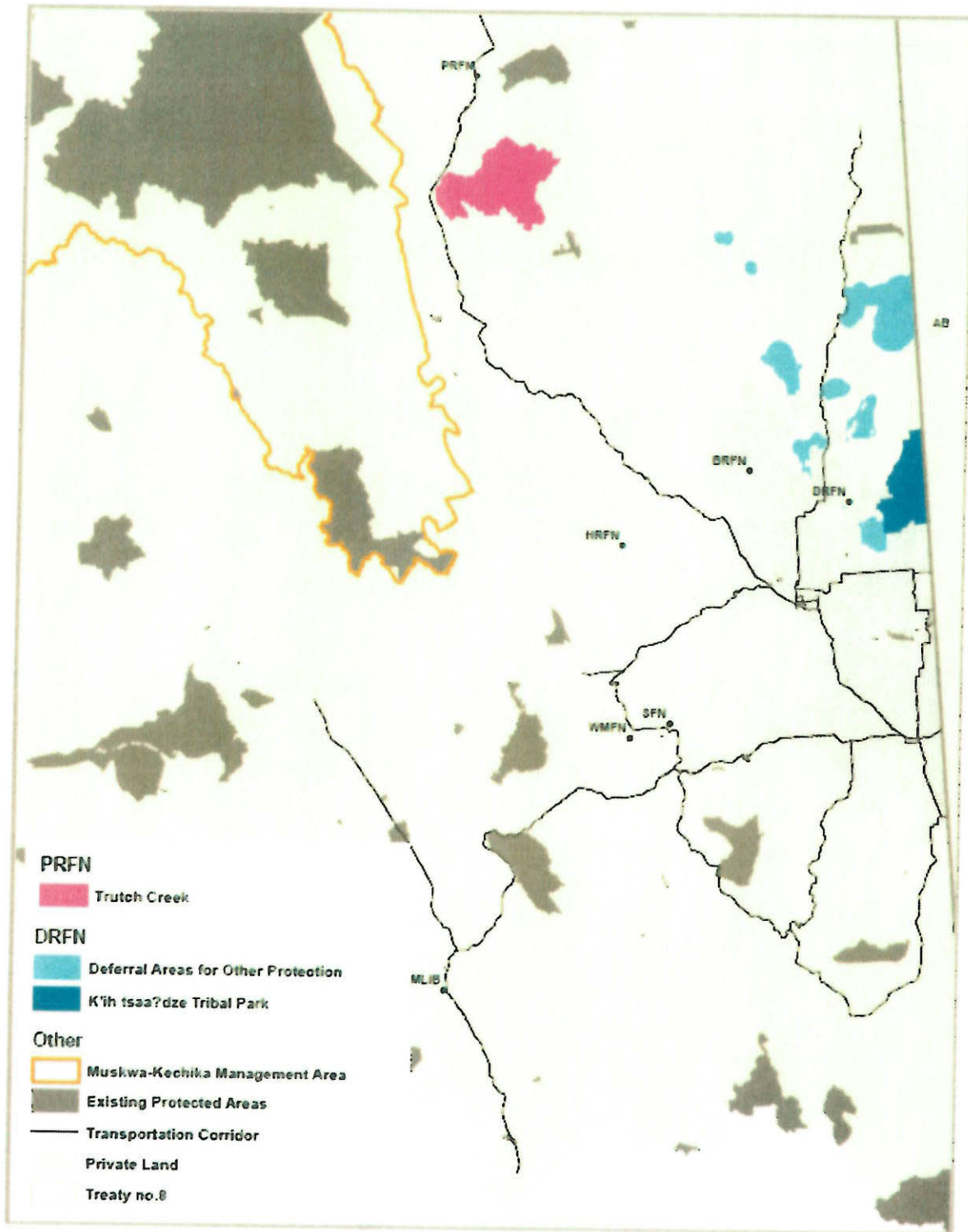
GMZ	MU	Av RMs, kills	Av RH	Av NRM Total kills	Current			M/U732			Occupied			Estimated Success Rates			Distribution of AAH between reasons					Total # LEH permits	% change # RMs							
					Prop RH NRM	Prop RH AAH	Prop RH AAH	Prop of MU RH w guide territory	50% Total adjustmen AAH	NRM Corrected NRM/AAH	Corrected NRM/AAH	Occupied Guide Rm AAH	Corrected Rm AAH	MU732 Corrected Rm AAH	RH success estimated any bull	RH % change	RH % change	Sept1 - Sept14	Nov1 - Nov15	Sept15 - Sept30	Oct1 - Oct31			Nov1 - Nov15						
Fort Nelson	746	164	35	5.6	2.8	38	0.93	0.07	0.091	0.21	18.9	14.2	4.7	0.4	18.5	19.7	31.8	0.90	1.43	0.90	0.81	0.25	0.20	0.20	0.25	0.13	1.6	50	-69	
Fort Nelson	747	22	4	0.6	0.6	5	0.88	0.12	0.039	0.20	2.5	1.9	0.6	0.1	2.3	2.5	4.7	0.37	0.58	0.37	0.33	1.3	7	13	2	2	2	7	-69	
Fort Nelson	748	58	12	7.6	5.2	17	0.70	0.30	0.094	0.21	8.7	6.6	2.2	2.2	6.6	7.0	4.7	0.36	0.58	0.36	0.33	5	2	5	2	5	6	18	-69	
Fort Nelson	749	213	23	17.0	3.2	26	0.88	0.12	0.085	0.11	12.9	9.7	3.2	2.9	10.0	10.7	10.7	0.18	0.29	0.18	0.16	15	7	15	18	15	18	55	-74	
Fort Nelson	755	59	20	0.0	0.0	27	1.00	0.00	0.004	0.33	9.8	7.4	2.5	0.0	9.8	10.5	10.5	0.63	0.57	0.90	0.57	5	2	5	6	5	6	17	-71	
Fort Nelson	756	97	27	0.0	0.0	37	1.00	0.00	0.000	0.18	13.3	10.0	3.3	0.0	13.3	14.3	14.3	0.47	0.75	0.47	0.42	8	4	8	4	8	9	28	-71	
Lard	751	224	27	67.0	41.0	68	0.40	0.60	0.087	0.22	34.0	25.5	8.5	8.4	25.6	27.3	27.3	0.37	0.59	0.37	0.34	18	9	18	9	18	9	40	68	-45
Lard	752	131	33	42.0	29.0	62	0.53	0.47	1.000	0.25	31.1	23.3	7.8	7.8	23.3	24.9	24.9	0.43	0.69	0.43	0.39	14	7	14	7	14	7	32	53	-59
Lard	753	22	3	2.0	6.2	9	0.29	0.71	0.086	0.12	4.4	3.3	1.1	1.0	3.4	3.7	3.7	0.21	0.33	0.21	0.21	4	2	4	2	10	10	16	-24	
Lard	754	54	3	15.0	8.0	11	0.25	0.75	0.985	0.05	5.3	4.0	1.3	1.3	4.0	4.2	4.2	0.08	0.13	0.08	0.07	13	6	13	6	28	10	16	-48	
North Peace	7338	903	164	1.0	0.0	164	1.00	0.00	0.955	0.18	81.5	11.3	3.8	3.6	11.4	11.4	11.4	0.34	0.34	0.34	0.34	11	9	11	9	11	13	44	44	-84
North Peace	733C	866	191	2.8	1.0	192	0.99	0.01	0.047	0.22	95.9	71.5	24.0	1.1	94.7	101.1	101.1	0.42	0.42	0.42	0.42	25	20	25	20	25	31	102	102	-84
North Peace	734	369	39	0.8	0.0	39	1.00	0.00	0.002	0.11	19.4	14.6	4.9	0.0	19.4	20.7	20.7	0.20	0.20	0.20	0.20	26	21	26	21	26	31	104	104	-72
North Peace	735	350	58	11.0	1.6	60	0.97	0.03	0.997	0.17	29.9	22.4	7.5	7.5	22.4	24.0	24.0	0.32	0.32	0.32	0.32	19	15	19	15	19	23	76	76	-78
North Peace	744	219	37	0.4	0.0	37	1.00	0.00	0.003	0.17	18.4	13.8	4.6	0.0	18.4	19.7	19.7	0.29	0.29	0.29	0.26	17	9	17	9	17	21	63	63	-71
North Peace	745	205	59	0.6	0.2	60	1.00	0.00	0.417	0.19	29.8	22.3	7.4	3.1	26.7	28.5	28.5	0.37	0.33	0.33	0.30	21	11	21	11	21	26	79	74	-74
Northwest Rockies	736	36	4	7.0	2.4	7	0.65	0.35	0.959	0.12	3.4	2.6	0.9	0.8	2.6	2.8	2.8	0.21	0.33	0.21	0.19	3	2	3	2	7	7	12	12	-66
Northwest Rockies	742	283	29	20.0	13.0	42	0.69	0.31	1.000	0.11	20.8	15.6	5.2	5.2	15.6	16.7	16.7	0.19	0.30	0.19	0.17	22	11	22	11	22	11	49	49	-63
Northwest Rockies	743	164	25	7.0	2.6	28	0.91	0.09	0.998	0.15	13.8	10.4	3.5	3.5	10.4	11.1	11.1	0.26	0.44	0.26	0.24	11	5	11	5	23	23	39	39	-76
Northwest Rockies	750	188	31	29.0	16.0	47	0.66	0.34	1.000	0.16	23.4	17.5	5.8	5.8	17.5	18.7	18.7	0.28	0.44	0.28	0.25	17	8	17	8	37	37	62	62	-67
Northwest Rockies	757	87	7	0.8	0.4	7	0.95	0.05	1.000	0.08	3.7	2.8	0.9	0.9	2.8	2.9	2.9	0.15	0.22	0.15	0.12	5	3	5	3	12	12	20	20	-77
Northwest Rockies	758	84	8	0.0	0.0	8	1.00	0.00	0.874	0.10	4.0	3.0	1.0	0.9	3.2	3.4	3.4	0.16	0.26	0.16	0.16	5	3	5	3	11	11	19	19	-77
South Peace	719	84	12	18.0	6.4	18	0.65	0.35	0.908	0.14	9.0	6.8	2.3	2.0	7.0	7.5	7.5	0.24	0.38	0.24	0.21	8	4	8	4	8	9	29	29	-65
South Peace	720	693	191	1.2	0.6	191	1.00	0.00	0.998	0.22	75.7	56.8	18.9	18.9	56.8	60.7	60.7	0.41	0.41	0.41	0.41	37	29	37	29	37	44	147	147	-79
South Peace	721	206	35	5.0	1.4	36	0.98	0.02	1.000	0.10	28.9	21.0	7.0	7.0	21.0	22.4	22.4	0.18	0.38	0.18	0.18	31	24	31	24	31	37	122	122	-78
South Peace	722	342	38	4.1	0.6	39	0.98	0.02	0.999	0.11	19.7	14.8	4.9	4.9	14.8	15.8	15.8	0.25	0.33	0.25	0.21	17	9	17	9	17	21	64	64	-78
South Peace	731	342	35	3.4	0.6	36	0.98	0.02	0.997	0.10	19.9	14.8	4.9	4.8	14.8	15.8	15.8	0.25	0.33	0.25	0.21	17	9	17	9	17	21	64	64	-78
TOTAL		6258	1148	283	145	1292	0.89	0.11		0.17	645.8	460.3	133.5	104.4	509.5	541.3	541.3	0.56	0.78	0.45	0.28	454	239	475	239	475	57	71	71	-74
MALE		3379	574	142	71	646					0.760	0.260			471.5															

<sup>2</sup> May change as a result of public consultation  
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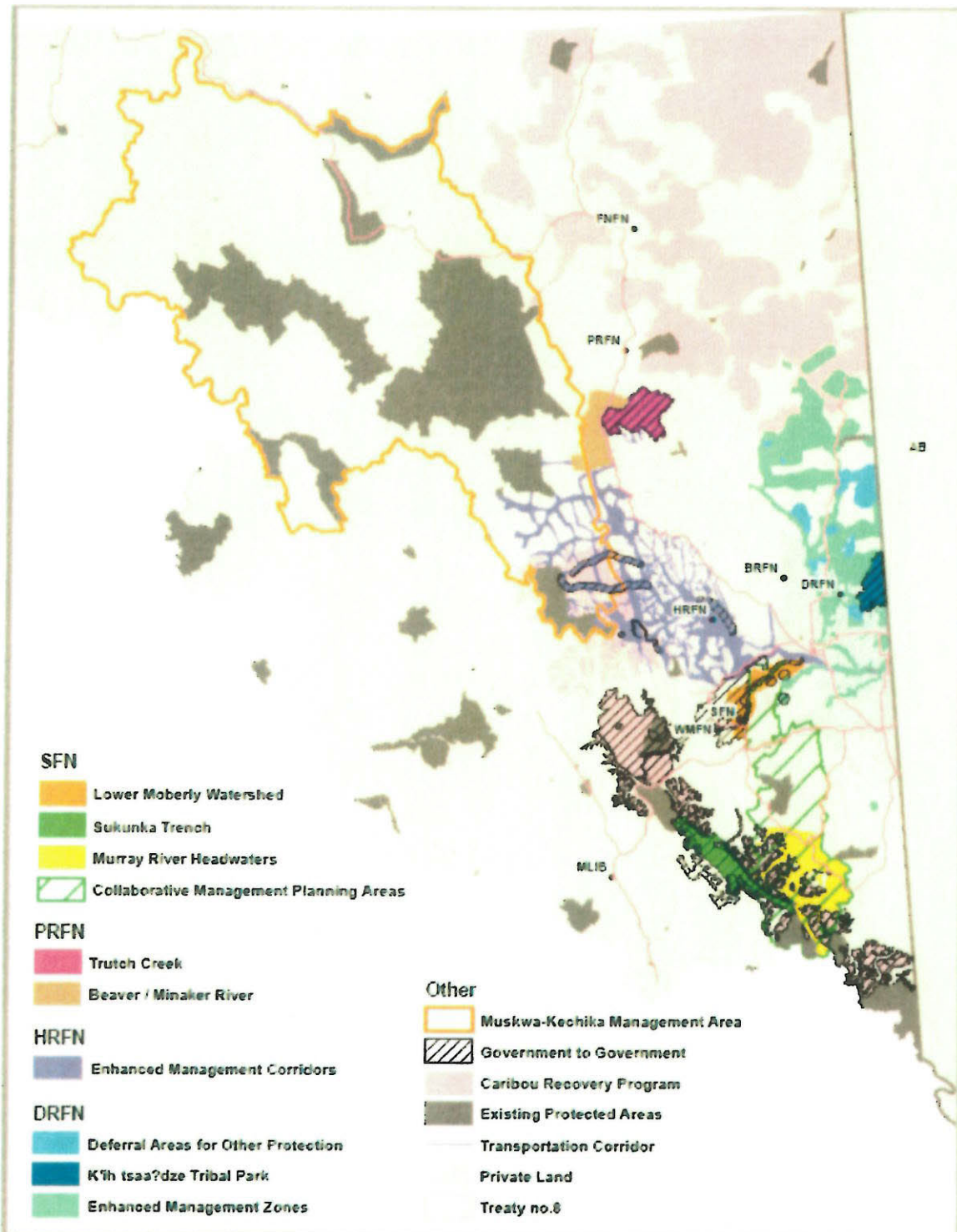
Appendix B - Map 1



Appendix B – Map 2



Appendix B – Map 3



Appendix B – Map 4

