

Short Term Mountain Pine Beetle Agreement

(the "Agreement")

Between:

Adams Lake Indian Band

As represented by
Chief and Council
Adams Lake Indian Band

and

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

as represented by the Minister of Forests and Range
(the "Government of British Columbia")

(collectively the "Parties")

Whereas:

- The Adams Lake Indian Band signed a Forest and Range Opportunities Agreement (FRO) with the Government of British Columbia on September 2006. This Agreement is a short-term additional forestry economic opportunity as referenced in 1.9 of the Adams Lake Indian Band FRO, and does not supersede or serve to alter the terms of the Adams Lake Indian Band FRO.
- The Adams Lake Indian Band of the *Secwepemc* Nation has aboriginal rights and/or title ("Aboriginal Interests") within its traditional territory (see attached map Appendix A).
- The Adams Lake Indian Band asserts that it has a relationship to the land that is important to *Secwepemc* culture and the maintenance of its community, governance and economy.
- This Agreement and any decisions and/or licenses issued during the term of this Agreement do not change or affect the positions either Party has, or may have, regarding jurisdiction and authorities.
- Mountain pine beetle uplifts in the Kamloops Timber Supply Area will lead to increased harvesting activity and potential infringements of Adams Lake Indian Band Aboriginal Interests.
- The Parties wish to enter into an interim measures agreement in relation to mountain pine beetle uplifts and harvesting.
- The Government of British Columbia wishes to support additional economic opportunities for the Adams Lake Indian Band.

Purpose

1. The purposes of this Agreement are to:
 - a. increase the participation of the Adams Lake Indian Band in the forest sector; and
 - b. provide an economic opportunity by inviting the Adams Lake Indian Band to apply for a non-replaceable forest licence to assist the province in the management of mountain pine beetle in the Kamloops Timber Supply Area, in a manner that is linked to the Adams Lake Indian Band FRO and as set out in this Agreement.

Therefore the Parties agree as follows.

2. After execution of this Agreement by the Parties and the Adams Lake Indian Band FRO, the Minister of Forests and Range (the “Minister”) will invite the Adams Lake Indian Band to apply for a non-replaceable forest licence (the “Kamloops uplift licence opportunity”) under section 47.3 of the *Forest Act* to harvest a total of up to 86 235 cubic meters over a three year term in the Kamloops Timber Supply Area and within the traditional territory of the Adams Lake Indian Band.
3. If during the term of this Agreement a further Mountain Pine Beetle temporary volume uplift becomes available in the Kamloops Timber Supply Area, the parties agree to explore further tenure opportunities in this Timber Supply Area, in accordance with Section 47.3 of the *Forest Act*.
4. Any invitation will be subject to a condition that prior to making an application for the Licence, the Adams Lake Indian Band will contact the Ministry of Forests and Range and the Parties will work co-operatively to identify an operating area within the traditional territory of the Adams Lake Indian Band.
5. Any licence(s) entered into as a result of the invitation to apply under this Agreement:
 - a. will be for a term of no longer than 3 years as determined by the Minister,
 - b. will contain other terms and conditions required by law, including the condition that the Adams Lake Indian Band must comply with this Agreement and with the Adams Lake Indian Band FRO;
 - c. will include a term that Adams Lake Indian Band may not dispose of the Licence except in accordance with the *Forest Act*; and
 - d. will include other terms and conditions as may be required by the Regional Manager.
6. An invitation to apply for a licence(s) and any licence(s) entered into as a result of the invitation to apply under this Agreement may be combined with a tenure opportunity included in any other agreement in accordance with the *Forest Act*.

7. If the intended holder of the licence is a legal entity other than the Adams Lake Indian Band, the Adams Lake Indian Band must supply the Government of British Columbia with the supporting documentation stating that, the intended holder has been validly appointed by the Adams Lake Indian Band as its representative. Refer to Appendix B.

Consultation

8. The Government of British Columbia intends to consult with the Adams Lake Indian Band regarding forestry operational plans and administrative decisions pertaining to increases and/or potential increases in harvest levels to address the mountain pine beetle epidemic in the Kamloops TSA, as set out in this agreement and section 4 of the Adams Lake Indian Band FRO.
9. The Adams Lake Indian Band agrees to participate in any consultation initiated by the Government of British Columbia regarding forestry operational plans and administrative decisions pertaining to increases and/or potential increases in harvest levels to address the mountain pine beetle epidemic in the Kamloops TSA, as set out in this agreement and section 4 of the Adams Lake Indian Band FRO.
10. During the term of this Agreement, and subject to the terms of this Agreement being met and adhered to by British Columbia, the Adams Lake Indian Band agrees that British Columbia will have provided an interim accommodation, with respect to the economic component of potential infringements of the Adams Lake Indian Band's Aboriginal Interests resulting from operational plans and administrative decisions pertaining to increases in harvest levels to address the mountain pine beetle epidemic in the Kamloops TSA, as an interim measure.
11. The Adams Lake Indian Band is entitled to full consultation, and accommodation where required, with respect to all potential infringements of their Aboriginal Interests arising from operational plans or decisions or administrative decisions affecting Adams Lake Indian Band's Aboriginal Interests, regardless of the economic opportunity afforded to the Band under this Agreement.

Dispute resolution

12. If a dispute arises between the Government of British Columbia and the Adams Lake Indian Band regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
13. If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Government of British Columbia and Adams Lake Indian Band.
14. If the interpretation dispute cannot be resolved by the Parties directly, they may appoint an independent and mutually agreeable mediator to assist them to resolve that dispute within 60 days, or such period as agreed upon, or the Parties may choose

other appropriate approaches to assist in reaching resolution of the interpretation issue.

Subsequent Agreement

15. Any subsequent agreement between the Government of British Columbia and the Adams Lake Indian Band may provide for an opportunity to acquire a Forest Tenure, and/or other economic benefits.
16. This Agreement is intended to be a short-term economic agreement, and thus does not preclude the Adams Lake Indian Band from accessing other forestry economic opportunities and benefits, which may be available from time to time.

Amendments

17. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
18. Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

Term

19. This Agreement will take effect on the date on which the last Party has executed it.
20. This Agreement will terminate on the occurrence of the earliest of any of the following events:
 - a. Three years from the date this Agreement is executed; or,
 - b. the mutual agreement of the Parties; or
 - c. 90 days notice.
21. If the Adams Lake Indian Band FRO is terminated, the consultation processes that were set out in section 4 of that agreement are incorporated by reference into this Agreement and will continue to be followed by the Parties for the term and purposes of this Agreement.
22. The Government of British Columbia will not terminate this Agreement on the grounds that the Adams Lake Indian Band has challenged an Administrative or Operational Decision by way of legal proceedings.

Notice

23. Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement will be in writing and will be

effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other as in this section of the Agreement.

24. Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
25. The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Deputy Minister
Ministry of Forests and Range
P.O. Box 9525 STN PROV GOVT
Victoria, B.C. V8W 9C3
Telephone: (250) 387-3656
Facsimile: (250) 953-3687

Adams Lake Indian Band

Chief
Adams Lake Indian Band
P.O. Box 588
Chase, BC V0E 1M0
Telephone: (250) 679-8841
Facsimile: (250) 679-8813

Miscellaneous

26. This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law
27. This Agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, or limit any priorities afforded to aboriginal rights, including aboriginal title.
28. This Agreement is without prejudice to the positions that a Party may take in future negotiations or in current or future legal proceedings, except as provided by this Agreement.
29. The Province acknowledges and enters into this Agreement on the basis that the Adams Lake Indian Band has Aboriginal Interests within their Traditional Territory and further that the specific nature, scope or geographic extent of Aboriginal Interests of the Adams Lake Indian Band have not yet been determined. Broader processes engaged in to bring about reconciliation will result in a common understanding of the nature, scope and geographic extent of Aboriginal Interests or treaty interests of the Adams Lake Indian Band.

30. This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements associated with increased harvesting activity pursuant to temporary Mountain Pine Beetle uplifts in Allowable Annual Cut in the Kamloops Timber Supply Area. Nothing in this Agreement shall be interpreted to authorise any infringement that may occur following the termination of this Agreement, even if that infringement is caused by a decision that was made during the term of this Agreement.
31. This Agreement does not address or affect any claims by the Adams Lake Indian Band regarding infringements of Aboriginal Interests, arising from Operational or Administrative Decisions made previous to the signing of this Agreement, nor any future settlement related to an aboriginal right or title claim.
32. Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
33. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
34. The applicable laws of British Columbia and Canada shall govern this Agreement.

35. This Agreement may be entered into by each Party signing a separate copy of this agreement, including a photocopy or faxed copy, and delivering it to the other Party via facsimile. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Signed on behalf of:

Adams Lake Indian Band:

Date: Sept 28/06



Chief Nelson Leon




Councillor Cliff Arnouse (Councillor for Natural Resources)



Witness of Adams Lake Indian Band signatures
Beatrice Anthony

Signed on behalf of:
Government of British Columbia

Date: Nov 10/06



Honourable Rich Coleman
Minister of Forests and Range



Witness of Minister signature

APPENDIX A
MAP OF ADAMS LAKE INDIAN BAND TRADITIONAL AREA
(SNTC Map)

APPENDIX B:

***Description and Documentation pertaining to the Intended Holder
of the licence***

Please complete part A or B, whichever is appropriate, and attach appropriate documentation:

A) Applicant for the license: _____

OR

B) Full legal name, or corporate description of the legal entity, authorized
to represent the applicant of the licence

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- (i) Copy attached of legal instrument (letter) authorizing that legal entity to be their representative;
 - (ii) Copy attached of the ownership structure of the legal entity (the intended holder of the licence); and,
 - (iii) Copy of verification that the applicant has the controlling interest in that legal entity.