

**ASHCROFT INDIAN BAND
Interim Agreement on Forest & Range Opportunities
(the "Agreement")**

**Between:
The ASHCROFT INDIAN BAND**

**As represented by
Chief and Council
(the "ASHCROFT Indian Band")**

And

**Her Majesty the Queen in Right of the Province of British Columbia
As represented by the Minister of Forests and Range
(“British Columbia”)**

(collectively the "Parties")

Whereas:

- A. British Columbia and First Nations Leadership Council, representing the Assembly of First Nations-BC Region, First Nations Summit, and Union of BC Indian Chiefs ("Leadership Council") have entered into a New Relationship in which they are committed to reconciliation of Aboriginal and Crown titles and jurisdiction, and have agreed to implement a government-to-government relationship based on respect, recognition and accommodation of Aboriginal title and rights.**
- B. This Agreement is in the spirit and vision of the "New Relationship".**
- C. Work is underway regarding the implementation of the New Relationship and that this Agreement may need to be amended in the future to reflect the outcomes of that work.**
- D. The ASHCROFT Indian Band has a relationship to the land that is important to its culture and the maintenance of its community, governance and economy.**
- E. The ASHCROFT Indian Band has Aboriginal Interests within its Area of Interest.**

- F. The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development within the Ashcroft Indian Band's Area of Interest.**
- G. Ashcroft Indian Band hopes that this interim measures agreement will represent an initial step towards their goal of seeking further direct award access to Mountain Pine Beetle harvesting opportunities within the Area of Interest.**
- G. References in this Agreement to Crown Lands are without prejudice to the ASHCROFT Indian Band's Aboriginal title and/or rights claims over those lands.**
- H. British Columbia intends to consult and to seek a Workable Interim Accommodation with the ASHCROFT Indian Band on forest and/or range resource development activities proposed within the ASHCROFT Indian Band Area of Interest that may lead to the infringement of the ASHCROFT Indian Band's Aboriginal Interests.**
- I. The ASHCROFT Indian Band intends to participate in any consultation with British Columbia or a Licensee, in relation to forest and/or range resource development activities proposed within the ASHCROFT Indian Band's Area of Interest, that may lead to an infringement of the ASHCROFT Indian Band's Aboriginal Interests.**
- J. British Columbia and the ASHCROFT Indian Band wish to resolve issues relating to forest and/or range resource development where possible through negotiation as opposed to litigation.**

Therefore the Parties agree as follows:

1.0 Definitions

For the purposes of this Agreement, the following definitions apply:

- 1.1 "Operational Decision" means a decision that is made by a person with respect to the statutory approval of an Operational Plan that has potential effect in the ASHCROFT Indian Band's Area of Interest.**
- 1.2 "Operational Plan" means a Forest Development Plan, Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or a Range Stewardship Plan that has a potential effect in the ASHCROFT Indian Band's Area of Interest.**

- 1.3 **"Aboriginal Interests"** means aboriginal rights and/or aboriginal title.
- 1.4 **"Administrative Decision"** means one or more of the following decisions made by a person under forestry legislation.
- The making, varying or postponing of Allowable Annual Cut (AAC) determinations for a Timber Supply Area or a Forest Tenure;
 - The issuance, consolidation, subdivision, amendment or boundary adjustment of a Forest Tenure or a Range Tenure;
 - The adjustment of Animal Unit Months In a Range Tenure;
 - The extension to the term of, or replacement of a Forest and/or Range Tenure;
 - The disposition of volumes of timber arising from undercut decisions on a Forest Tenure;
 - The conversion of a Forest Tenure to a different form of Forest Tenure;
 - The reallocation of harvesting rights as a result of the implementation of the Forestry Revitalization Act;
 - The issuance of a Special Use Permit;
 - The decision regarding approval or extension of a Tree Farm Licence Management Plan, Community Forest Management Plan and/or Woodlot Licence Management Plan;
 - The deletion or addition of provincial forest;
 - The transfer of AAC between Timber Supply Areas;
 - The removal of private land from a woodlot or Tree Farm Licence; and,
 - The establishment of an Interpretive forest site, recreation site and/or recreation trail.
- 1.5 **"Forest Tenure"** means an agreement granting rights to harvest Crown timber as defined in the Forest Act.
- 1.6 **"Range Tenure"** means an agreement granting rights over Crown range as defined in the Range Act.
- 1.7 **"Area of Interest"** means the ASHCROFT Indian Band's asserted Area of Interest as shown on bold black on the map attached in Appendix A.
- 1.8 **"Licensee"** means a holder of a Forest Tenure or a Range Tenure.
- 1.9 **"Workable Interim Accommodation"** means the accommodation provided in this Agreement, of the potential

infringements of the economic component of the Ashcroft Indian Band's Aboriginal Interests arising from or as a result of forest and range development, prior to the full reconciliation of these interests. The Province acknowledges that the timber opportunities and funding provided through this Agreement are an interim accommodation only and that broader processes are underway that will assist in determining the appropriate accommodation in respect of impacts on the ASHCROFT Indian Band's Aboriginal Interests as a result of forest activities occurring within their Area of Interest. The revenue component reflects the present budget limitations of the Minister of Forests and Range. It is acknowledged that other accommodations, including economic accommodations, may be jointly developed by the Parties during the term of this Agreement.

2.0 Purpose and Objectives

The purposes and objectives of this Agreement are to:

- 2.1 Create viable economic opportunities and to assist in the improvement of social conditions of the ASHCROFT Indian Band through economic diversification.**
- 2.2 Provide interim payment and other economic benefits to the ASHCROFT Indian Band through a forest tenure opportunity and/or economic benefits related to forestry received by British Columbia from forest resource development.**
- 2.3 Address consultation and provide Workable Interim Accommodation, as set out in this Agreement.**
- 2.4 Provide a period of stability to forest and/or range resource development on Crown lands within the Area of Interest of the ASHCROFT Indian Band during the term of this Agreement, while longer term interests are addressed through other agreements or processes.**

3.0 Economic Benefits to the ASHCROFT Indian Band

During the term of this Agreement, British Columbia will provide one or more of the following economic benefits to the ASHCROFT Indian Band:

3.1 Forest Tenure

After the execution of this Agreement, the Minister will invite the ASHCROFT Indian Band, or such legal entity as the ASHCROFT Indian Band has appointed as its representative to hold the licences to apply under the Forest Act for a Woodlot Licence and a non-replaceable forest licence (NRFL) on a non-competitive basis for up to a combined total of 6,947 cubic meters annually of base volume in the Kamloops Timber Supply Area. The NRFL is to also include an additional 5558 cubic meters annually of uplift volume in the Kamloops Timber Supply Area. The total of both licences is 12,505 cubic meters annually in the Kamloops Timber Supply Area.

If the intended holder of the licence is a legal entity other than ASHCROFT Indian Band, this Agreement must include supporting documentation, as specified in Appendix D, stating that the intended holder has been validly appointed by the ASHCROFT Indian Band as its representative.

- 3.1.1 For greater certainty, the maximum volume that may be available under the Licences referred to in Section 3.1 will be up to 62,525 cubic meters over five years (34,735 cubic meters of base volume and 27,790 cubic meters of uplift volume).
- 3.1.2 The Parties will strive to ensure that the assigned operating area for the NRFL in the Kamloops Timber Supply Area has a representative timber profile and logging chance relative to other licensees and BC Timber Sales, taking into account the quality of timber, access and commercial viability. Prior to the ASHCROFT Indian Band making an application for the NRFL, the Parties will work together to identify the location of an operating area for the Licence, which to the extent that it is operationally feasible will be within the Area of interest.
- 3.1.3 The NRFL entered into as a result of an invitation under section 3.1 will be for a term of five years.
- 3.1.4 The Woodlot Licence entered into as a result of an invitation under Section 3.1 will be for a term no longer than 20 years.
- 3.1.5 The Woodlot License will be not more than 1200 hectares in size within the Area of Interest and as shown on the attached Appendix B map.

- 3.1.6** If either of the Licences referred to in Section 3.1 remains in effect beyond the term of this Agreement, the Licence will continue to be considered by the Parties to be Workable Interim Accommodation until the Licences expire or are terminated.
- 3.1.7** If no further agreement is entered into between the Ashcroft Indian Band and British Columbia, British Columbia will consider the Woodlot Licence an on-going economic benefit that will be taken into consideration during any consultation and accommodation in respect of any future infringement of Ashcroft Indian Band's Aboriginal Interests.
- 3.1.8** The Minister may invite the ASHCROFT Indian Band to apply for a subsequent NRFL under the Forest Act for a term that would commence after the expiry of this Agreement.

3.2 Range Tenure

If Crown range is available for disposition to ASHCROFT Indian Band, then subject to the Range Act, the District Manager may be directed to enter into a Range Permit, within ASHCROFT Indian Band Area of Interest for up to 250 Animal Unit Months (AUMs).

3.3 Contracts for fencing, silviculture, archaeology

British Columbia is aware of the Ashcroft Indian Band's interest in obtaining direct award contracts related to fencing, silviculture, and archaeology for Crown activities within the Ashcroft Indian Band's Area of Interest. The Parties recognise that any decision by British Columbia to invite or direct award tenders to ASHCROFT Indian Band is discretionary, and subject to current policy and legislation.

3.4 Interim Payment

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- 3.4.1** During the term of this Agreement, British Columbia will make an interim payment to the ASHCROFT Indian Band of approximately \$115,785 annually.

- 3.4.2** The funding commitment set out in section 3.4.1 is subject to the availability of annual appropriations for that purpose by British Columbia.
- 3.4.3** For the purposes of determining amounts for partial years, one-fourth (i.e. ¼) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.
- 3.4.4** Upon signing of this Agreement, the ASHCROFT Indian Band will be paid the full revenues for the quarter in which the Agreement is signed (e.g. if this Agreement is signed at the end of the quarter, the FN would receive payment for that entire quarter), with subsequent payments being made at the end of each quarter.
- 3.4.5** British Columbia will not seek to direct or influence the expenditure of the funds provided to the ASHCROFT Indian Band.

4.0 Consultation and Accommodation Regarding Operational and Administrative Decisions and Plans

- 4.1** The ASHCROFT Indian Band is entitled to full consultation with respect to all potential infringements of their Aboriginal Interests arising from any Operational or Administrative Decisions or Plans affecting the ASHCROFT Indian Band's Aboriginal Interests, regardless of benefits provided under this Agreement.
- 4.2** During the term of this Agreement, and subject to the terms and the intent of this Agreement being met and adherence by British Columbia, the ASHCROFT Indian Band agrees that British Columbia will have provided Workable Interim Accommodation with respect to the economic component of potential infringements of the ASHCROFT Indian Band's Aboriginal Interests as an interim measure.
- 4.3** The interim payment set out in this Agreement reflects an amount that British Columbia, through the Minister of Forests and Range is able to pay as an interim measure, which the ASHCROFT Indian Band has agreed to accept.
- 4.4** The Parties agree to develop consultation processes, as initially described in Appendix C, to address both Operational and Administrative Decisions and/or Plans which may affect the

ASHCROFT Indian Band's Aboriginal Interests within their Area of Interest.

- 4.5 Where ASHCROFT Indian Band is a member of a larger Tribal Nation, this Agreement does not limit the obligation of British Columbia to fulfil its consultation obligations with the Tribal Nation.**

5.0 Dispute Resolution

- 5.1 If a dispute arises between British Columbia and the ASHCROFT 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.**
- 5.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of British Columbia and the ASHCROFT Indian Band.**
- 5.3 If the Interpretation dispute cannot be resolved by the Parties directly, they may appoint an independent and mutually agreeable mediator 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.**

6.0 Term and Termination

- 6.1 The term of this Agreement is five years.**
- 6.2 This Agreement will take effect on the date on which the last Party has executed it.**
- 6.3 This Agreement will terminate on the occurrence of the earliest of any of the following events: the expiry of its term; 90 days notice; or mutual agreement of the parties.**
- 6.4 Neither Party shall terminate this Agreement on the grounds that the other Party has challenged an Administrative or Operational Decision by way of legal proceedings.**
- 6.5 Notwithstanding section 6.4, British Columbia may terminate the Agreement when there is a challenge on the basis that the Economic Benefits set out in section 3 are not adequate or sufficient Workable Interim Accommodation.**

- 6.6 Prior to termination under section 6.5, the Parties agree to meet and endeavour to resolve the dispute.**

7.0 Renewal of the Agreement

- 7.1 Prior to the expiry of its term in accordance with Section 6.3, if the terms and conditions of this Agreement are being met, British Columbia and the ASHCROFT Indian Band will seek the necessary authorities and approvals to renew this Agreement.**
- 7.2 Any subsequent forestry agreement between British Columbia and the ASHCROFT Indian Band may provide for an opportunity to acquire a licence, other forest tenures, and/or other economic benefits, as well as other terms and conditions that are agreed to by the Parties.**

8.0 Amendment of Agreement

- 8.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.**
- 8.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.**
- 8.3 The Parties agree that new approaches for consultation and accommodation, including benefit and revenue sharing, will be developed as a priority under the New Relationship by British Columbia and the Leadership Council. The ASHCROFT Indian Band may choose to opt into such approaches as they become available, through amendment of this Agreement or other mutually agreeable methods.**

9.0 Entire Agreement

- 9.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.**

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10.0 Notice

- 10.1 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 Party as in this section of the Agreement.

- 10.2 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.**
- 10.3 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
P.O. Box 9525 STN PROV GOVT
Victoria B.C. V8W 9C3
Telephone (250) 387-3656[needs update]
Facsimile (250) 953-3687

ASHCROFT Indian Band
Chief Greg Blain and Council
ASHCROFT Indian Band
P.O. Box 440
Ashcroft, B.C.
Telephone: (250) 453-9154
Fax: (250) 453-9156

11.0 Miscellaneous

- 11.1 This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.**
- 11.2 This Agreement is not a treaty or a lands 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.**
- 11.3 This Agreement does not address or prejudice conflicting interests or competing claims between First Nations.**
- 11.4 This Agreement will not limit the positions that a Party may take in future negotiations or court actions.**

- 11.5 Nothing in this Agreement, including the recitals, defines or confirms the specific nature, scope, location or geographic extent of Aboriginal Interests of the ASHCROFT Indian Band.**
- 11.6 Nothing in this Agreement shall be interpreted to authorize 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.**
- 11.7 This Agreement does not address or affect any claims by the ASHCROFT Indian Band regarding infringement of its Aboriginal Interests arising from past Operational or Administrative Decisions made previous to the signing of this Agreement.**
- 11.8 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.**
- 11.9 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.**
- 11.10 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.**
- 11.11 The applicable laws of British Columbia and Canada shall govern this Agreement.**
- 11.12 British Columbia encourages licensees to enter into mutually-beneficial arrangements with the ASHCROFT Indian Band.**
- 11.13 This Agreement is not intended to limit any obligation of forest licensees or other third parties to the ASHCROFT Indian Band.**
- 11.14 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 by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.**
- 11.15 This Agreement does not exclude the ASHCROFT Indian Band from accessing forestry economic opportunities and benefits,**

which may be available, other than those expressly set out in this Agreement.

12.0 Giving Effect to the New Relationship

- 12.1 Notwithstanding this agreement, the Parties may negotiate interim agreements in relation to forestry, range and related planning that give effect to the New Relationship, which may include, but are not limited to the following components:**
- (a) a process for shared decision making about the land and resources;**
 - (b) new mechanisms for land and resource protection;**
 - (c) a process for the ASHCROFT Indian Band's land use planning at all spatial scales and for reconciliation of Crown and the ASHCROFT Indian Band's plans;**
 - (d) dispute resolution processes which are mutually determined for resolving conflicts rather than adversarial approaches to resolving conflicts;**
 - (e) financial capacity for the ASHCROFT Indian Band and resourcing for British Columbia to develop and implement new frameworks for shared land and resource decision making and other components listed above; and**
 - (f) on a priority basis, interim protection for landscapes, watersheds and/or sites identified by the ASHCROFT Indian Band to be reserved from resource development pending the outcome of negotiation of agreements referred to in a-e above.**

Signed on behalf of:

ASHCROFT Indian Band

Date: JUNE 30, 2006



Chief

Councillor Christine Wilson

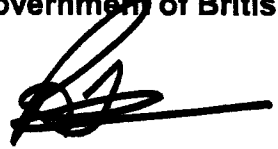
Councillor Landis

Witness of ASHCROFT Indian Band signatures

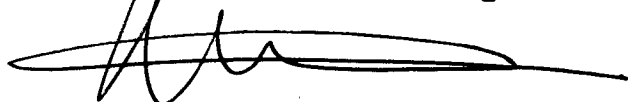
Signed on behalf of:

Government of British Columbia

Date: July 25/06



**Rich Coleman
Minister of Forests and Range**





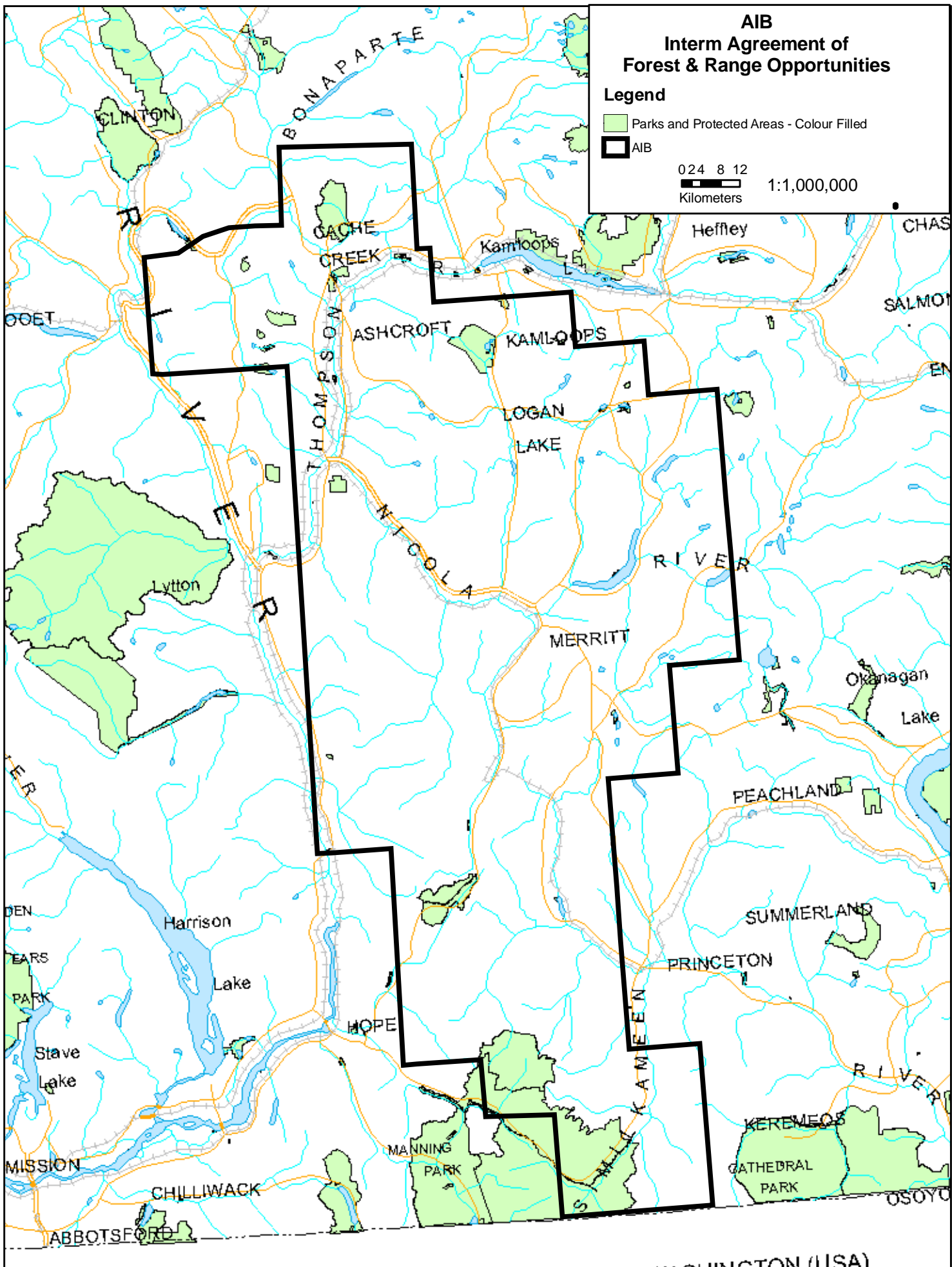
Witness of Minister signature

APPENDIX A
Map of ASHCROFT Indian Band's Area of Interest
for this Interim Measures Agreement

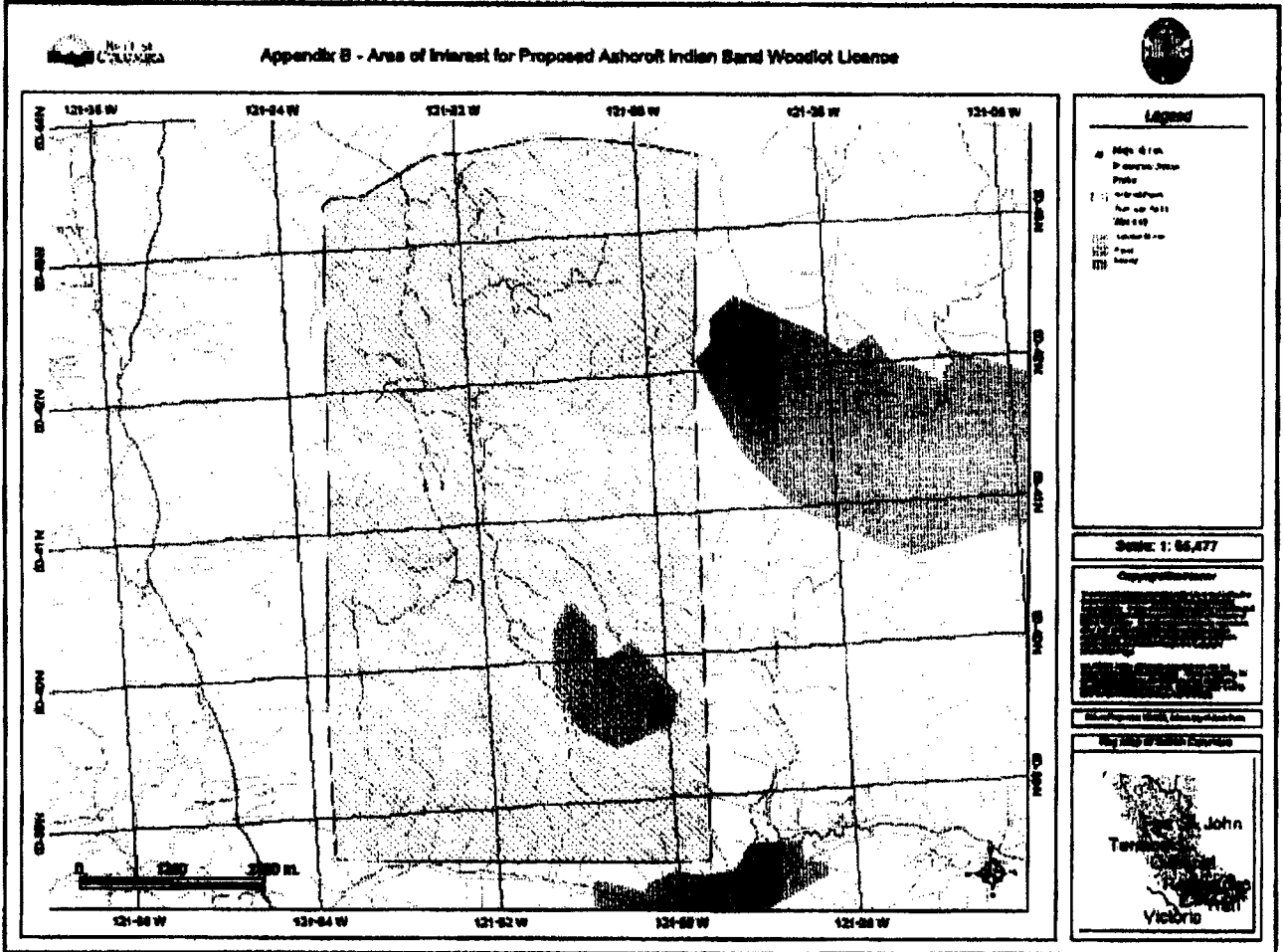
AIB Interm Agreement of Forest & Range Opportunities

Legend

-  Parks and Protected Areas - Colour Filled
 -  AIB
- 0 24 8 12
Kilometers 1:1,000,000



APPENDIX B Area of Interest for the proposed Ashcroft Indian Band woodlot



APPENDIX C

Proposed Consultation Process Framework

1. British Columbia and Ashcroft Indian Band agree to meet within the first year of the "Ashcroft Indian Band Interim Measures Agreement" to seek to develop a consultation process that is acceptable to both Parties.
2. British Columbia will provide to Ashcroft Indian Band a DRAFT consultation matrix on an annual basis, that lists all proposed Administrative and Operational Decisions, and who the decision makers are for each decision, that may have an effect on Ashcroft Band's Aboriginal Interests within their Area of Interest.
3. Additionally either upon the request of the Ashcroft Indian Band, or when British Columbia becomes aware of other proposed Administrative and/or Operational Decisions, British Columbia will provide Ashcroft Indian Band an updated consultation matrix.
4. The Parties agree to review and seek to incorporate the consultation matrix into a consultation process if possible. The intent of the matrix is to seek understanding on consultation levels and approaches from notification to deep consultation for each type of decision.
5. The Parties agree to establish a joint consultation committee (the "Committee" comprised of representatives from the Band and the Ministry of Forests and Range.
6. The Committee will meet quarterly during the year, or as mutually agreed to by the Parties.
7. The role of the Committee will be to:
 - share information on proposed forest and range developments and related decisions;
 - share information on possible economic opportunities for the participation of the Ashcroft Band in the forestry and range sector;
 - provide a forum for the Band to identify its Aboriginal Interests and concerns respecting potential infringements of those interests; and,
 - update and amend the consultation matrix as needed and mutually agreed to.

Appendix C continued:

"Consultation Spectrum Table" for discussion purposes

1. Planning- FN involvement 2. Available on Request 3. Notification 4. Expedited process 5. Normal Consultation: 6. Deep consultation

Table 1: Description and intent of consultation spectrum levels

1) Planning referral: part of the larger consultation process	Referral to First Nation during planning to provide opportunity to incorporate aboriginal interests prior to submitting plan/request to Statutory Decision Maker	3 rd party volunteer effort
2) Available on request (low level notification)	Type of notification whereby government notifies First Nation they will not be sending out information about very low impact decisions.	Intent is to notify (or negotiate) on an annual basis which decisions fall in this category. FN can request more detail if they wish
3) Notification	Notify in writing the First Nation about an upcoming decision and provide overview information. Would be an opportunity for comment	Intent is to provide base level information and time to comment. Limited follow-up.
4) Expedited Consultation process.	Where there is an imminent threat to the public (i.e. wild fire) or a resource value (mountain pine beetle) an expedited consultation process is undertaken. Full process on a short timeline (e.g. 10 days for suppression harvesting of beetle attacked trees)	A justification for shortening the period would be given by describing the imminent threat.
5) Normal course Consultation	Follow policy on "normal" track for consultation. Resolve issues where possible and make decision in a timely manner	Intent to follow this course in most circumstances of low to medium probability of impact.
6) Deep Consultation	Use reasonable effort to inform in an accessible manner and to engage in full discussions around the proposed decision. Make reasonable efforts to accommodate where necessary.	Follow provincial guidelines on consultation and accommodation. Would involve meaningful discussion in respect of appropriate accommodation. Probably undertake a strength of claim.

APPENDIX D**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 (i.e. Skeetchestn Indian Band)

OR

B) Full legal name, or name of legal entity, appointed by the First Nation, to hold the license (i.e. Smith Logging Ltd. Or John Joe Smith)

Ashcroft Band Development Corporation

Copy attached of the band council resolution appointing that legal entity or person to be their representative; and

Copy of documentation verifying that the legal entity is validly registered to do business in the Province of British Columbia (copies of the corporate seal, shareholder listings, and listing of directors/officers).