

**Interim Measures Agreement**  
(the "Agreement")

**Between:**

***Little Shuswap Indian Band***

As represented by  
Chief and Council  
Little Shuswap 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 Little Shuswap Indian Band signed a Forest and Range Agreement with the Government of British Columbia on December, 2004.
- Mountain pine beetle uplift in the Kamloops Timber Supply Area will lead to increased harvesting activity and potential impacts on Little Shuswap Indian Band asserted aboriginal rights and title.
- The Government of British Columbia wishes to support additional economic opportunities for the Little Shuswap Indian Band.

**Purpose**

1. The purposes of this Agreement are to:
  - a. provide economic accommodation in respect of potential impacts that proposed forest resource development and forest management decisions may have on asserted aboriginal rights and title of the Little Shuswap Indian Band that
    - i. occur during the term of this Agreement,
    - ii. are within the Kamloops Timber Supply Area, and
    - iii. are a result of a temporary uplift to the Allowable Annual Cut in the Kamloops Timber Supply Area, and consequent increased harvest levels;
  - b. increase the participation of the Little Shuswap Indian Band in the forest sector;
  - c. provide an economic development opportunity by inviting the Little Shuswap Indian Band to apply for a non-replaceable forest licence in the Kamloops Timber Supply Area; and

- d. assist in providing stability to provincially authorised forest resource development on Crown lands within the asserted traditional territory of the Little Shuswap Indian Band as outlined in bold on the map attached to the *Little Shuswap Indian Band Forest and Range Agreement* (December 2004).

**Therefore the Parties agree as follows.**

2. After execution of this Agreement by the Parties, the Minister of Forests and Range (the "Minister") will invite the Little Shuswap Indian Band to apply for a non-replaceable forest licence (the "Licence") under section 47.3 of the *Forest Act* to harvest a total of up to 36 063 cubic meters over a three year term in the Kamloops Timber Supply Area and within the asserted traditional territory of the Little Shuswap Indian Band.
3. The invitation to apply and any Licence entered into as a result of the invitation to apply under this Agreement will be subject to the policies, regulations and statutes of British Columbia as amended from time to time.
4. The invitation to apply under this Agreement will contain terms and conditions required by the Minister.
5. The invitation will be subject to a condition that prior to making an application for the Licence, the Little Shuswap Indian Band will contact the Ministry of Forests and Range and the Parties will work co-operatively to identify an operating area within the asserted traditional territory of the Little Shuswap Indian Band.
6. The Licence 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 Little Shuswap Indian Band must comply with this Agreement and with the *Little Shuswap Indian Band Forest and Range Agreement* (December 2004);
  - c. will include a term that Little Shuswap 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.
7. An invitation to apply for the Licence and any licence 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*.

**Consultation and stability on Crown lands**

8. In consideration of the Minister's invitation to apply for the Licence under Section 2 of this Agreement, Little Shuswap Indian Band agrees to participate in any consultation initiated by the Government of British Columbia regarding forestry operational plans and administrative decisions within the asserted traditional territory

of the Little Shuswap Indian Band, as set out in sections 4 and 5 of the *Little Shuswap Indian Band Forest and Range Agreement* (December 2004).

9. Little Shuswap Indian Band agrees that in consideration of the Minister's invitation to apply for the Licence under Section 2 of this Agreement and adherence to the consultation processes in Sections 4 and 5 of the *Little Shuswap Indian Band Forest and Range Agreement* (December 2004), the Government of British Columbia has fulfilled its duties to consult and to seek an interim workable accommodation with respect to the economic component of potential infringements of Little Shuswap Indian Band asserted aboriginal rights and title resulting from increased harvest levels during the term of this Agreement in the Kamloops Timber Supply Area.
10. Little Shuswap Indian Band will respond immediately to any discussions initiated by the Government of British Columbia and will work co-operatively to assist in resolving any issues that may arise where acts of unlawful interference by Little Shuswap Indian Band members with provincially authorised activities related to forest resource development activities, including timber harvesting or other forestry economic activities, occur.

#### **Dispute resolution**

11. If a dispute arises between the Government of British Columbia and the Little Shuswap 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.
12. 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 Little Shuswap Indian Band.
13. The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

#### **Amendments**

14. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
15. 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**

16. This Agreement will take effect on the date on which the last Party has executed it.
17. 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. the date on which the Government of British Columbia cancels the Licence under this Agreement pursuant to Section 18.
18. If the *Little Shuswap Indian Band Forest and Range Agreement* (December 2004) is terminated, the consultation processes that were set out in sections 4 and 5 of that agreement are incorporated by reference into this Agreement and will continue to be followed by the Parties for the purposes of this Agreement.

## **Suspension or Cancellation of Economic Benefits by the Minister**

19. Without limiting the actions that may be taken by the Minister of Forests and Range or by the Government of British Columbia, the Minister or a person authorised by the Minister may suspend or cancel the Licence entered into as a result of the invitation under this Agreement, if the Minister or a person authorised by the Minister determines that Little Shuswap Indian Band is not in compliance with this Agreement or with the *Little Shuswap Indian Band Forest and Range Agreement* (December 2004).

## **Notice**

20. 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.
21. 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.

- 29. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
- 30. The applicable laws of British Columbia and Canada shall govern this Agreement.
- 31. 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:*

**Little Shuswap Indian Band:**

Date: February 22 2006

*Felix Arnouse*  
**Chief Felix Arnouse**

*A to all*  
**Witness**

*Diane Lavoie*  
**Councillor**

*[Signature]*  
**Witness**

*W/O*  
**Councillor**

*STEWART ADAMSON*  
**Witness**

Signed on behalf of:  
**Government of British Columbia**

Date: March 23/06

*[Signature]*  
**Honourable Rich Coleman**  
**Minister of Forests and Range**

*[Signature]*  
**Witness**

22. 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

***Little Shuswap Indian Band***

Chief and Council  
Little Shuswap Indian Band  
Box 1100  
Chase, BC  
VOE 1M0  
Telephone: (250) 679-3203  
Facsimile: (250) 679-3220

**Miscellaneous**

23. Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.
24. 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 recognise, define, amend, affirm, deny or limit any priorities afforded to aboriginal rights, including aboriginal title, or treaty rights, other than as provided in this Agreement.
25. This Agreement will not limit the positions that a Party may take in future negotiations or court actions.
26. This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements associated with increased harvesting activity pursuant to a temporary uplift in Allowable Annual Cut in the Kamloops Timber Supply Area that may result from decisions contemplated by this Agreement during the term of this Agreement. Nothing in this Agreement shall be interpreted to authorise any infringement that may occur following the termination of this Agreement.
27. This Agreement does not address or affect any claims by the Little Shuswap Indian Band arising from past interference with asserted aboriginal rights and title, nor any future settlement related to an aboriginal right or title claim.
28. 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.