

**Shuswap Indian Band  
Interim Agreement on Forest & Range Opportunities  
(the "Agreement")**

**Between:  
The Shuswap Indian Band**

As represented by  
Chief and Council  
(the "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  
("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") has 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 Shuswap 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 Shuswap Indian Band has Aboriginal Interests within its Traditional Territory.**

- F. The Parties wish to enter into an interim measures agreement in relation to forest and/or range resource development within the Traditional Territory.**
- G. References in this Agreement to Crown Lands are without prejudice to the Shuswap Indian Band's Aboriginal title and/or rights claims over those lands.**
- H. British Columbia intends to consult and to seek an Interim Accommodation with the Shuswap Indian Band on forest and/or range resource development activities proposed within the Shuswap Indian Band Traditional Territory that may lead to the infringement of the Shuswap Indian Band's Aboriginal Interests.**
- I. The Shuswap 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 Shuswap Indian Band's Traditional Territory, that may lead to an infringement of the Shuswap Indian Band's Aboriginal Interests.**
- J. British Columbia and the Shuswap 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 "Aboriginal Interests" means aboriginal rights and/or aboriginal title.**
- 1.2 "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.
- 1.3 “Forest Tenure” means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.
- 1.4 “Interim Accommodation” means the accommodation provided in this Agreement, of the potential infringements of the economic component of the Shuswap 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 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.
- 1.5 “Licensee” means a holder of a Forest Tenure or a Range Tenure.
- 1.6 “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 Shuswap Indian Band’s Traditional Territory.
- 1.7 “Operational Plan” means a Forest Development Plan, Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan that has a potential effect in the Shuswap Indian Band’s Traditional Territory.
- 1.8 “Range Tenure” means an agreement granting rights over Crown range as defined in the *Range Act*.
- 1.9 “Traditional Territory” means the Shuswap Indian Band’s asserted Traditional Territory as shown on bold black on the map attached in Appendix A.

## **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 Shuswap Indian Band through economic diversification.**
- 2.2 Provide interim payment and other economic benefits to the Shuswap 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 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 Traditional Territory of the Shuswap 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 Shuswap Indian Band**

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

### **3.1 Forest Tenure**

- 3.1.1 After the execution of this Agreement and, if applicable, once volume becomes available through the timber reallocation process, the Minister will invite the Shuswap Indian Band, or such legal entity as the Shuswap Indian Band has appointed as its representative to hold the licence to apply under the *Forest Act* for a non-replaceable licence (the "Invermere Licence") on a non-competitive basis for up to 6,646 cubic meters annually in the Invermere Timber Supply Area. Supporting documentation is specified within Appendix B of this Agreement.**
- 3.1.2 The Minister will invite the Shuswap Indian Band, or such legal entity as the Shuswap Indian Band has appointed as its representative to apply for a non-replaceable licence (the "Invermere opportunities licence") for up to 5,317 cubic meters annually in the Invermere Timber Supply Area.**

- 3.1.3** If the Invermere Licence and Invermere opportunities licence are both entered into, the Parties may agree to consolidate these two licences into one licence, in accordance with the *Forest Act*.
- 3.1.4** For greater certainty, the maximum volume that may be available under the Licences referred to in Section 3.1 and 3.1.1 will be up to 59,815 cubic meters over 5 years.
- 3.1.5** The Parties will strive to ensure that the assigned operating area for the Licence(s) in the Invermere Timber Supply Area have 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 Shuswap Indian Band making an application for the Licence, 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 Traditional Territory; and
- 3.1.6** Licences entered into as a result of an invitation under section 3.1.1 and 3.1.2 will be for a term of 5 years.
- 3.1.7** If any Licence remains in effect beyond the term of this Agreement, the Licence will continue to be considered by the Parties to be Interim Accommodation until the Licence expires or is terminated.
- 3.1.8** The Minister may invite the Shuswap Indian Band to apply for a subsequent Licence under the *Forest Act* for a term that would commence after the expiry of this Agreement.
- 3.1.9** The Government of British Columbia does not guarantee the financial outcomes of any Forest and/or Range Tenures made available to Shuswap Indian Band pursuant to this Agreement.

## **3.2 Interim Payment**

- 3.2.1** During the term of this Agreement, British Columbia will make an interim payment to the Shuswap Indian Band of approximately \$110,773 annually. Payments will be made quarterly,
- 3.2.2** The funding commitment set out in section 3.2.1 is subject to the availability of annual appropriations for that purpose by British Columbia.

- 3.2.3 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.**
- 3.2.4 Upon signing of this Agreement, the Shuswap 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.**
- 3.2.5 British Columbia will not seek to direct or influence the expenditure of the funds provided to the First Nation.**

**4.0 Consultation and Accommodation Regarding Operational and Administrative Decisions and Plans**

- 4.1 The Shuswap 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 Shuswap 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 Shuswap Indian Band agrees that British Columbia will have provided Interim Accommodation with respect to the economic component of potential infringements of the Shuswap 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 Shuswap Indian Band has agreed to accept.**
- 4.4 The Parties agree to develop consultation processes to address both Operational and Administrative Decisions or Plans which may affect the Shuswap Indian Band's Aboriginal Interests within their Traditional Territory.**
- 4.5 Where Shuswap 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 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.**
- 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 Shuswap 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 5 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:**
  - 6.3.1 The expiry of its term;**
  - 6.3.2 90 days notice by one Party to the other Party; or,**
  - 6.3.3 The 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 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 this Agreement terminating in accordance with Section 6.3.1, if the terms and conditions of this Agreement are being met, British**

**Columbia and the Shuswap Indian Band will seek the necessary authorities and approvals to renew this Agreement.**

- 7.2 Any subsequent forestry agreement between British Columbia and the Shuswap 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 Shuswap 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.**

#### **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 and Range  
P.O. Box 9525 STN PROV GOVT  
Victoria B.C. V8W 9C3  
Telephone (250) 356-5012  
Facsimile (250) 953-3687

**Shuswap Indian Band**

Chief Paul Sam  
Shuswap Indian Band  
PO Box 790  
Invermere, British Columbia  
V0A 1K0  
Telephone: (250) 342-6361  
Facsimile: (250) 342-2948

**11.0 Miscellaneous**

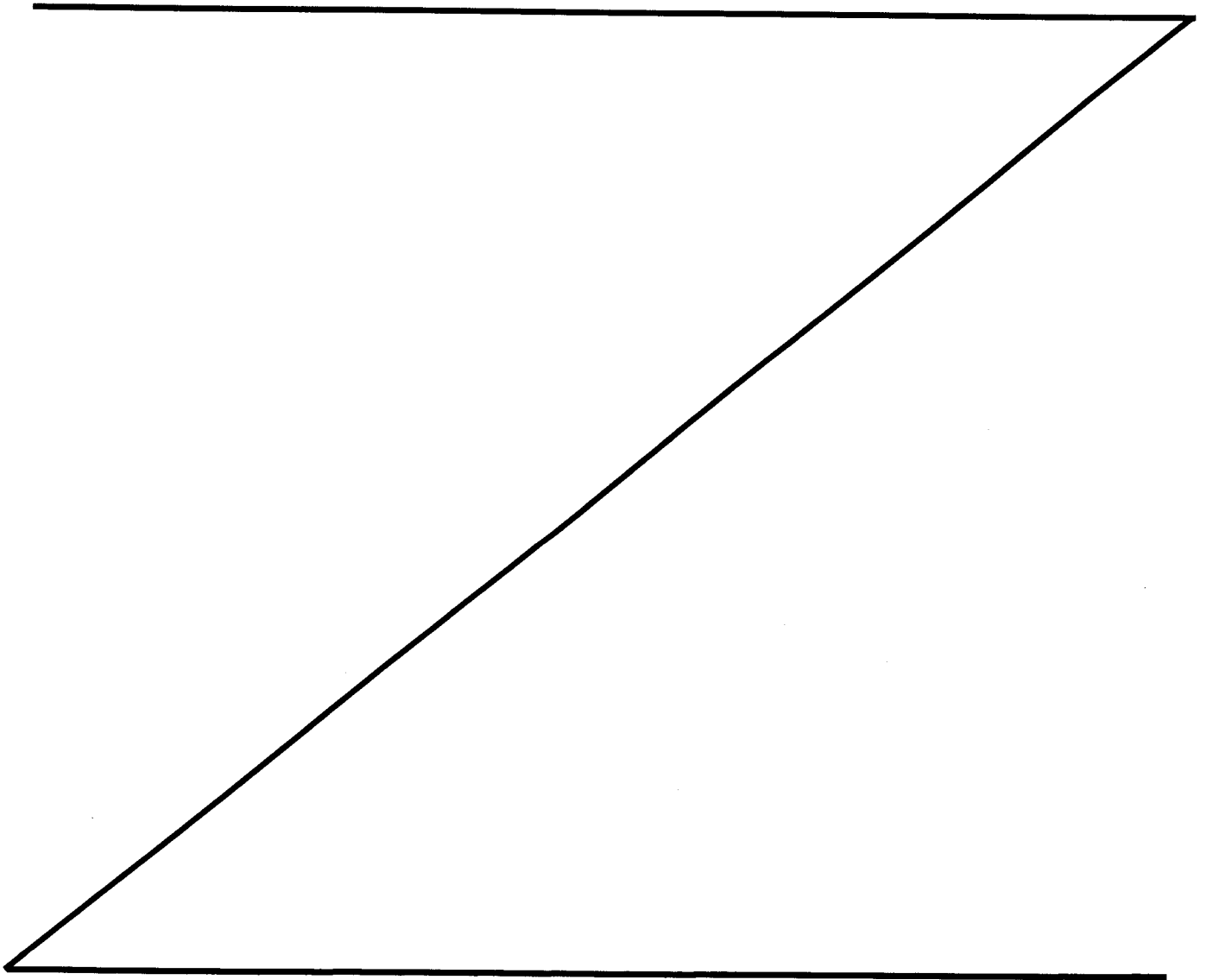
- 11.1 This Agreement shall be interpreted in a manner consistent with provincial, federal and constitutional law.**
- 11.2 This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not define or amend aboriginal rights, 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 Shuswap 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 Shuswap 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 Shuswap Indian Band.**
- 11.13 This Agreement is not intended to limit any obligation of Licensees or other third parties to the Shuswap 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 Shuswap 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 Shuswap Indian Band's land use planning at all spatial scales and for reconciliation of Crown and the Shuswap 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 Shuswap 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**

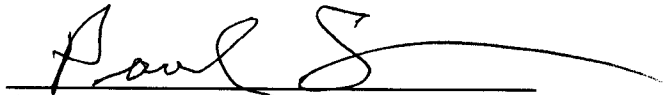


- (f) on a priority basis, interim protection for landscapes, watersheds and/or sites identified by the Shuswap Indian Band to be reserved from resource development pending the outcome of negotiation of agreements referred to in a-e above.

Signed on behalf of:

**Shuswap Indian Band**

Date: June 28 2006



**Chief Paul Sam**



**Councillor Rosalita Pascal**

\_\_\_\_\_  
**Councillor Kathy Stevens**



**Witness of Shuswap Indian Band's signatures**

Signed on behalf of:

**Government of British Columbia**

Date: July 25/06

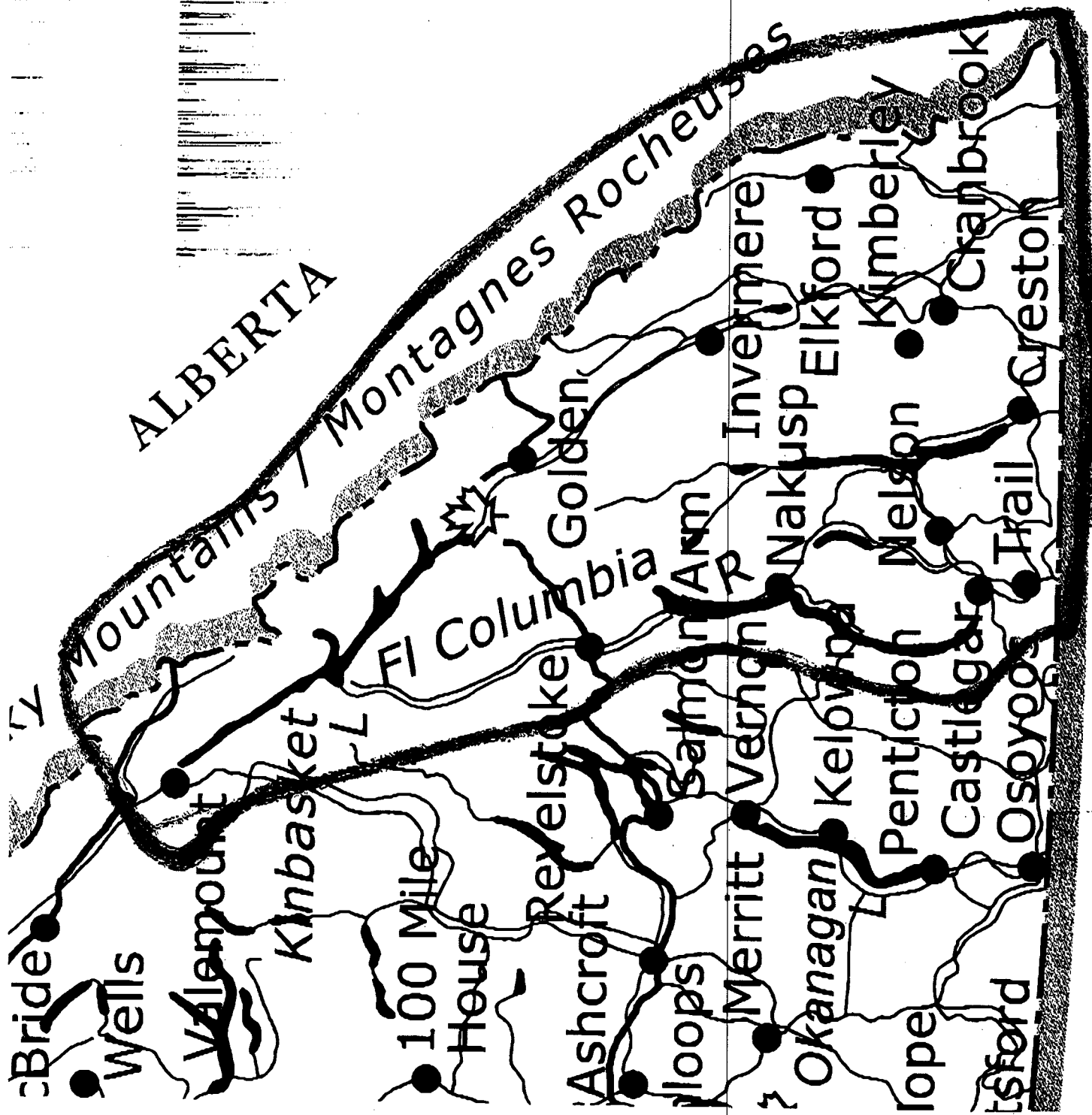


**Rich Coleman  
Minister of Forests and Range**



**Witness of Minister's signature**

**APPENDIX A**  
**Map of Shuswap Indian Band Traditional Territory**



UNITED STATES OF AMERICA

## 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

*Kinbasket Development Corporation*

- (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,

Copy of verification that the applicant has the controlling interest in that legal entity.



## SHUSWAP INDIAN BAND

June 29, 2006

Deputy Minister  
Ministry of Forests and Range  
P.O. Box 9525 STN PROV GOVT  
Victoria, BC  
V8W 9C3

Dear Sir or Madam:

**Re: Kinbasket Development Corporation Agency Confirmation Letter**

This letter is to confirm that the Shuswap Indian Band is assigning Kinbasket Development Corporation as the legal instrument for the administration of the "Shuswap Indian Band Interim Agreement on Forest & Range Opportunities" Dated June 28<sup>th</sup>, 2006.

Should you have any further questions, please feel free to contact Dean Martin, CEO of the Kinbasket Development Corporation.

Yours truly,

Chief Paul Sam  
Shuswap Indian Band



EDM-DM

CLIFF Tracking

Wed, Jul 26, 2006 12:32 PM

**Action:** For necessary action **Due:** 2006/08/09 **Log ID:** 96106

Rhonda Morris  
Manager, Negotiations  
ETR

**Type:** Proposal  
**Office:** HAA-Ab. Aff.  
**Entry By:** bhelliot  
**Sign By:** Minister Coleman  
**Batch:**

**Written:** 2006/06/22  
**Received:** 2006/07/12  
**Interim:**  
**Signed:** 2006/07/25  
**Closed:**

**Phone:** **Fax:**

**Email:** **File No:** 10420-30/Shuswap IB FRO

**Subject:** Shuswap IB Interim Agreement on FRO  
: Two original agreements enclosed for Minister's signature

**Other Info:**

**Addressed to:** Minister Coleman **Issue:** Forest and Range Agreement

**Doc Format:** Other **MLA:**

**Resp. Office:** HAA-Ab. Aff. **Electoral:**

**Log Notes:** 2006/07/14 dlhall (ETR)Bob Friesen approved; to DMO  
2006/07/14 pkrutley (EDM-DM) to Andrea for DM review/approval  
2006/07/14 adelesta (EDM-DM) Deputy has approved. I've given to Lee to transmit to MO.  
2006/07/12 lbrake (EDM-DM)Sent BN for approval and 2 copies of Agreement for signature to MO in signing book.

2006/07/14 LDMendon (EMI-MO)received in MO

2006/07/25 LDMendon (EMI-MO)Minister has signed agreement over to Janice for dist  
2006/07/26 lbrake (EDM-DM)Minister approved BN/signed agreements July 25/06. Copy of BN and front and signature page of Agreement embedded into log. Package back to OPR (Benita Miller) for action/file/log closure.

**Referrals**

**From:** HAA-Ab. Aff. **Action:** BN for Minister **Sent:** 2006/07/12 **Due:**  
**To:** HAA-Ab. Aff. **Status:** Sent **State:** **Received:** **Completed:**  
**HAA-Ab. Aff. Notes:** 2006/07/12 bhelliot (HAA-Ab. Aff.)Dawna signed and walked to Donna/Exec Br.

**From:** HAA-Ab. Aff. **Action:** BN for Minister **Sent:** 2006/07/12 **Due:**  
**To:** ETR **Status:** Completed **State:** **Received:** 2006/07/12 **Completed:** 2006/07/26

**From:** ETR **Action:** Approval **Sent:** 2006/07/14 **Due:** 2006/07/17  
**To:** EDM-DM **Status:** Completed **State:** **Received:** 2006/07/14 **Completed:** 2006/07/26

**ETR Notes:** 2006/07/14 pkrutley (EDM-DM) to Andrea for DM review/approval  
**EDM-DM Notes:** 2006/07/14 adelesta (EDM-DM) Deputy has approved. I've given to Lee to transmit to MO.  
2006/07/12 lbrake (EDM-DM)Sent BN for approval and 2 copies of Agreement for signature to MO in signing book.  
2006/07/26 lbrake (EDM-DM)Minister approved BN/signed agreements July 25/06. Copy of BN and front and signature page of Agreement embedded into log. Package back to OPR (Benita Miller) for action/file/log closure.

**From:** EDM-DM **Action:** Rush-Minister **Sent:** 2006/07/14 **Due:** 2006/07/28  
**To:** EMI-MO **Status:** Completed **State:** **Received:** **Completed:** 2006/07/25