

**Takla Lake First Nation
Interim Agreement on Forest & Range Opportunities
(the "Agreement")**

**Between:
The Takla Lake First Nation**

As represented by
Chief and Council
(the "Takla Lake First Nation")

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 Bands Leadership Council, representing the Assembly of Bands-BC Region, Bands 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 Takla Lake First Nation has a relationship to the land that is important to its culture and the maintenance of its community, governance and economy.**
- E. The Takla Lake First Nation 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 Takla Lake First Nation's Aboriginal title and/or rights claims over those lands.**
- H. British Columbia intends to consult and to seek an Interim Accommodation with the Takla Lake First Nation on forest and/or range resource development activities proposed within the Takla Lake First Nation Traditional Territory that may lead to the infringement of the Takla Lake First Nation's Aboriginal Interests.**
- I. The Takla Lake First Nation 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 Takla Lake First Nation's Traditional Territory, that may lead to an infringement of the Takla Lake First Nation's Aboriginal Interests.**
- J. British Columbia and the Takla Lake First Nation 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 Licence and/or a Tree Farm Licence; and,**
 - **The deletion or 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 Takla Lake First Nation'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 Takla Lake First Nation'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 Takla Lake First Nation'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 Takla Lake First Nation'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 Takla Lake First Nation through economic diversification.**
- 2.2 Provide interim payment and other economic benefits to the Takla Lake First Nation 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 Takla Lake First Nation during the term of this Agreement, while longer term interests are addressed through other agreements or processes.**

3.0 Economic Benefits to the Takla Lake First Nation

During the term of this Agreement, British Columbia will provide one or more of the following economic benefits to the Takla Lake First Nation:

3.1 Forest Tenure

- 3.1.1 After the execution of this Agreement the Parties will continue to explore additional economic opportunities for the Takla Lake First Nation to gain access to timber volumes, and upon determining that additional economic opportunities exist in that regard, the Minister may invite the Takla Lake First Nation to apply under section 47.3 of the *Forest Act* for a non-replaceable forest license(s).**

3.2 Interim Payment

- 3.2.1** During the term of this Agreement, British Columbia will make an interim payment to the Takla Lake First Nation of approximately \$303 246 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 Takla Lake First Nation will be paid the full revenues commencing with the fiscal quarter ending December 2005, 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 Band.

4.0 Consultation and Accommodation Regarding Operational and Administrative Decisions and Plans

- 4.1** The Takla Lake First Nation 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 Takla Lake First Nation'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 Takla Lake First Nation agrees that British Columbia will have provided Interim Accommodation with respect to the economic component of potential infringements of the Takla Lake First Nation'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 Takla Lake First Nation 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 Takla Lake First Nation's Aboriginal Interests within their Traditional Territory.

- 4.5 Where Takla Lake First Nation 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 Takla Lake First Nation 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 Takla Lake First Nation.**
- 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 nine (9) months.**
- 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.**

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

Signed on behalf of:

Takla Lake First Nation

Date: Mar 29/06

[Signature]
Chief John French

[Signature]
Councillor

[Signature]
Councillor

[Signature]
Councillor

[Signature]
Councillor

[Signature]
Witness of Takla Lake First Nation's signatures

Signed on behalf of:

Government of British Columbia Date: May 8/06

[Signature]

Rich Coleman
Minister of Forests and Range

[Signature]

Witness of Minister's signature

Takla Lake First Nation

—— Traditional Territory
(Approx. 27,250 sq km.)

—— Main Roads

